A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAY 1 7 2017

SPONSORED BY: SECONDED BY:

CITY OF HOBOKEN

CITY CLERK

RESOLUTION NO.:

RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND ATTORNEY CLIENT PRIVILEGE WITH SPECIAL COUNSEL LITE DEPALMA GREENBERG LLC RELATING TO THE SETTLEMENT OF PENDING LITIGATION

WHEREAS, the City Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7), which includes matters within attorney-client privilege; and,

WHEREAS, the City is currently involved in the litigation matter <u>P.P.B. v. City</u> of <u>Hoboken</u>, et al. which is currently pending in the United States District Court for the District of New Jersey bearing Civil Action Number 2:16-cv-07672-JMV-JBC; and,

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege, including settlement negotiations; and,

WHEREAS, the City Council seeks to receive advice from Special Counsel Victor A. Afanador, Esq. of Lite DePalma Greenberg, LLC relative to the potential settlement of the above-referenced matter in a closed executive session.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that it shall enter into closed session to discuss matters within attorney client privilege relative to the potential settlement of the matter of <u>P.P.B. v. City of Hoboken, et al.</u>; and,

BE IT FURTHER RESOLVED, that when the need for confidentiality no longer exists the decisions made therein will be made available to the public.

Meeting Date: May 17, 2017

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.

CORPORATION COUNSEL

(JZ

SPONSORED BY: SECONDED BY:

CITY OF HOBOKEN RESOLUTION NO.: ____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO A SETTLEMENT AGREEMENT IN THE MATTER OF P.B.B. V. CITY OF HOBOKEN, ET AL.

WHEREAS, the City is involved in the litigation matter <u>P.P.B. v. City of Hoboken, et al.</u> which is currently pending in the United States District Court for the District of New Jersey bearing Civil Action Number 2:16-cv-07672-JMV-JBC; and,

WHEREAS, the parties have been negotiating a settlement and have come to mutually agreeable terms which have been memorialized in a Settlement Agreement; and,

WHEREAS, the City Council has received advice from Special Council Lite DePalma Greenberg, LLC in a closed session with regards to the proposed settlement; and,

WHEREAS, the City Council wishes to authorize the Administration to enter into the proposed Settlement Agreement in order to resolve the matter P.P.B. v. City of Hoboken et al.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the Mayor or the Mayor's designee may execute the proposed Settlement Agreement to resolve the pending matter of <u>P.P.B. v. City of Hoboken, et al.</u> bearing Civil Action Number 2:16-cv-07672-JMV-JBC; and,

BE IT FURTHER RESOLVED, that the Mayor or the Mayor's designee may take any further action as necessary to complete the intent and purpose of this resolution.

Meeting Date: May 17, 2017

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

MAY 1 7 2017

CITY CLERK

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	1			
Ruben Ramos, Jr.	/			
Michael Russo	1,			
President Jennifer Giattino	/			

APPROVED BY:

STEPHEN D. MARKS, **BUSINESS ADMINISTRATOR** APPROVED AS TO FORM:

BRIAN ALØIA, ESQ., CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAY 1 7 2017

SPONSORED BY:

SECONDED BY:

CITY OF HOBOKEN RESOLUTION NO.:

CITY CLERK RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) WITH CORPORATION COUNSEL BRIAN ALOIA, ESQ. REGARDING SETTLEMENT NEGOTIATIONS

WHEREAS, the City Council of the City of Hoboken is authorized to go into closed session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7) and for matters relating to any pending or anticipated litigation; and,

WHEREAS, the City seeks to discuss the potential resolution of an anticipated litigation matter; and,

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege; and,

WHEREAS, the City Council seeks to receive advice from Corporation Counsel Brian Aloia, Esq., relative to the status of the above referenced resolution of a potential litigation matter in a closed session.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that it shall enter into closed session to discuss the status of the resolution of a potential litigation matter with Corporation Counsel Brian Aloia, Esq.; and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the decisions made therein will be made available to the public.

Meeting Date: May 17, 2017

APPROVED AS TO FORM:

BRIAN J. ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAY 1 7 2017

SPONSORED BY: _

SECONDED BY:

n nama

CITY CLERK

CITY OF HOBOKEN RESOLUTION NO.:

RESOLUTION AWARDING A CONTRACT TO SAL ELECTRIC CO., INC. FOR GENERAL ELECTRICAL SERVICES TO THE CITY OF HOBOKEN IN ACCORDANCE WITH THEIR BERGEN COUNTY COOPERATIVE PURCHASING CONTRACT IN THE AMOUNT OF \$60,000.00 FOR A PERIOD OF ONE (1) YEAR

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Sal Electric Co., Inc. has been approved for Bergen County Cooperative Purchasing Contract 13-131.1, which cooperative the City is a part of; and,

WHEREAS, the City requires a per diem electrical services contractor to perform general electrical services for City property, including time and material; and,

WHEREAS, the Administration recommends awarding a contract for the required electrical services to Sal Electric Co., Inc., in accordance with their state contract in the not to exceed amount of \$60,000.00 for a period of one year to expire May 17, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that a contract is awarded to Sal Electric Co., Inc. in accordance with Bergen County Cooperative Purchasing Contract 13-131.1 in the not to exceed amount of \$60,000.00 for a period of one (1) year to expire May 17, 2018; and,

- 1. The above recitals are incorporated herein as though fully set forth at length.
- 2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
- 3. The Mayor or her designee is hereby authorized to execute an agreement with:

SAL ELECTRIC CO., INC. 83 FLEET STREET JERSEY CITY, NJ 07306

Meeting Date: May 17, 2017

As

Yea	Nay	Abstain/Present	Absent
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	Yea /	Yea Nay	Yea Nay Abstain/Present

APPROVED:

STEPHEN MARKS BUSINESS ADMINISTRATOR APPROVEDAS TO FORM:

BRIAN ALDIA, ESQ.

CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO SAL ELECTRIC CO., INC. FOR GENERAL ELECTRICAL SERVICES TO THE CITY OF HOBOKEN IN ACCORDANCE WITH THEIR BERGEN COUNTY COOPERATIVE PURCHASING CONTRACT IN THE AMOUNT OF \$60,000.00 FOR A PERIOD OF ONE (1) YEAR

AMOUNT TO BE CERTIFIED:

7-31-55-702-002: \$3,000.00; 7-01-28-377-042- \$3,000.00

Upon adoption of final budget: \$54,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$3,000.00 is available in the following appropriation: 7-31-55-702-002; \$3,000.00 7-01-28-377-042, and the remaining \$54,000.00 will be appropriated upon the adoption of the final budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2017; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: Comp Mistalian George DeStefano, CFO

CITY OF HOBOICEN - APPROVAL ROUTING FORM

STRIUS: URGENT PRIORITY	ROUTINE USE: ORDINANCE RESOL	RESOLUTION BID OTHER
PART 1.— GENERAL INFORMATION:	TION: DIMFRIS	C16/8/5, mm
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PART 2 - COMPETITIVE BID DOCUMENTS.	ocuments:	
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SURFICIENCY OF FUNDS:	THRANCE DEPARTMENT	DATE
APPROVED AS TO LEGAL FORM.	CORPORATION POUNCEZ.	DATE
AUTHORIZED TO PROCEED:	BUSINESS ADMINISTRATOR	DATE
PART 3 - CONTRACT AWARD:	THE RESIDENCE OF THE PARTY OF T	
COMPETITIVE BID RECOMMENDATION: BID#	OPERING HELD ON	
REVERTED BIDS AND RECOMMEND AVARD TO THE FOLLOWING: CONTRACTOR. S.A.C. E.A.C. T.A.C.	THE FOLLOWING.	
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RETRUYED TO 10 LEADED FURTH:	CORPORATION COURSEL	
AUTHORIZED TO PROCEED:	BUSINISS ADMINISTRATOR	
APPROVED FOR COUNCIL — MAYOR:	DRIE OF THE MATOR	
Ordinance/Resolution Date:	Ordinance/Resolution Number.	
Contract Number:	Terms. From	To

NOTICE OF AWARD COUNTY OF BERGEN

ADMINISTRATION & FINANCE, DIVISION OF PURCHASING REGISTERED COOPERATIVE PRICING SYSTEM #11-BcCCP REGISTERED BERGEN COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM #CK04 ONE BERGEN COUNTY PLAZA, HACKENSACK, N.J. 07601

Service/Commodity:	Licensed Electrician Contractor Services
Bergen County Bid #:	13-131.1
Contract Period:	24-Months 06/04/14 - 06/03/16
Board of Chosen Freeholders Resolution: # 668-14 dated June 4, 2014	# 668-14 dated June 4, 2014

PRICES:

5 JUN 201

Unit prices quoted shall be firm unless otherwise stated herein, net exclusive of all taxes and must include all transportation, delivery and unloading costs, fully prepaid FOB destination, inside delivery debris removed.

AVAILABILITY OF COUNTY CONTRACT PRICES AND AGREEMENT:

The County Supplier agrees to make his products and county contract prices available to all Local Government Jurisdictions (Municipalities, Authorities and Public School Districts et al) which are enrolled in the County's Registered Cooperative Programs. Each Local Government deciding to take advantage of the subject prices shall itself be directly responsible for having drawn up and executed whatever Contractual Instrument it deems necessary for governing business relations between itself and the supplier.

DELIVERY ARRANGEMENTS, PLACEMENT OF ORDERS AND UNAPPROVED SUBSTITUTES:

All deliveries are to be made within the time period stated on the "Price Information Sheet". If the delivery time is not stated on the "Price Information Sheet" then delivery shall be ten (10) days of the receipt of order. Vendor must accept written Purchase Orders or authorized verbal request from authorized Personnel. Emergency deliveries are to be made within twenty-four (24) hours of receipt of a telephone request from Authorized Personnel. Participants are authorized to accept only those items covered by County Contract. Compliance with this requirement is a joint responsibility of the participant and the vendor.

Christine Healey, MPA, QPA Purchasing Agent

CH/jh

ELECTRICAL SERVICES VARIOUS USING AGENCIES

VIDVERTISED BID PROPOSAL # 14-131-)

is election PRICE INFORMATION SHEET

	***		0.00			-,	
	ALL HOURS SUNDAYS AND HOLIDAYS	187.30	130.94	19364	St 83/3	12200	00.011
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NOTE: ALL HOURLY PRICING SUBMITTED BY BIDDERS SHALL BE THE SUM OF THE PREVAILING WAGE TOTAL PLUS THE BIDDER'S PROPOSED MARK-UP - THUS ESTABLISHING A GRAND HOURLY TOTAL TO BE CHANRGE TO THE COUNTY.

<u>PROPOSALS SHOWING ANY ERASURE ALTERATION MUST BE INITIALED BY BIDDER IN INK. ALTERED ITEMS NOT INITIALED WILL NOT BE CONSIDERED FOR AWARD.</u>

NOTE: AS PER "THE NEW JERSEY PREVAILING WAGE ACT" (N.J.S.A. 34.11-56.25 et seq.)

PREVAILING WAGE RATE DETERMINATION" AS FOLLOWS.

W = WAGE RATE PER HOUR

 $\underline{B} \cong FRINGE$ BENEFIT RATE PER HOUR $\qquad \underline{T} \cong TOTAL$ RATE PER HOUR

EXAMPLE - CRAFT, ELECTRICIAN

ONWOODER W 00 00 B 00 00 T 00 00 NPIRACION DA FE. (MANAGO CURNEYMAN

FFFC TIVE DATE

PREVAILING WAGE RATE PHOUR TOTAL

WORK HOUR CATEGORIES:

1* ELECTRICAL SERVICES, (REGIZAR WORK DAV) - 1°FE HOUR PRUING DITRING THE FIRST EIGHT (8) HOURS MON, - FRL, ROO AM + 450 PM SHALL BE AT THE RATE OF ONE (I) TIME THE "PREVAILING WAGE RATE PHOUR TOTAL,"

2* ELECTRICAL SERVICES HOURS BEFORE OR AFTER THE REGULAR WORK DAY) PER HOUR PRICING MON ~ FRL & SAT (NON WORK SHIFT) STALL BE AT THE RATE OF TIME AND ONE HALF THE "PREVAILING WAGE RATE PHOUR TOTAL"

3* ELECTRICAL SERVICES PER HOUR PRICHE ON MONDAYS AND HOLDDAYS SHALL BE AT THE RATE OF DOUBLE THE "PREVAILING WAGE RATE PHOUR TOTAL".

AININIOMED PRICE. THE COUNTY OF BERGEN WILL NOT ACCIPE ANY BID BELOW THE "PREVALING WAGE RATE PHOUR LOTAL." THIS STANDARD PERTAINS TO ALL. "WORK HOUR CATEGORIES."

THE COUNTY OF BERGEN RECOGNIZES THAT THE CURRENT "PREVAIGING WAGE RATE PHOUR TOTAL" MAY CHANGE. THE COUNTY WILL ADDIST HS"PER HOUR PAYMENT TO THE CONTRACTOR BASED ON THE NEW RATES SETFORTH BY THE STATE OF NEW IERSEY.

BIO PRICES SHALL BE EXPRESSED IN AMOUNTS NOT TO EXCEED TWO DEPLACES TO THE RIGHT OF THE DECIMAL. POINT, 4 & S19 29, ANY ATARBERS BEYOND THE "FENS" PLACE WILL BE ROUNDRED.

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: CAL Electric

Correspondence Address (including zip code):

32 Fleet Spreet Jersey City N. J. 0730

Purchase Order Address (including zip code):

Dame

Payment Address (including zip code):

(including zip code): | A DOVE

Telephone Number (including area code): (30) 798 -4406

Fax Number (including area code): (JM) 748-3055

Email Address: philipesALElectric.com

Employer I.D. # or S.S. #: 222-009-671

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

been awaried by an unregistered Cooperative Purchasing System without if first having obluined the requisite approval from the Division phraumit in N.J.A.C. 5:34-7.1 et seq., the Division is unt in a position to address or resolve any legal questions which may exist as a result of Other (Check Below) In the extent that hids may have been received or a contract may have REQUEST FOR REGISTRATION OR MODIFICATION OF A COOPERATIVE PRICING SYSTEM, JOINT PURCHASING SYSTEM, JOINT man Cooperative Pricing System ☐ Add/Delete Commodity Identifica Colon DEREEN Change Load Agency 2018 djnovelli@co.bergen.nj us O'C'her (List Below) OChunge Address SEP 18 S.A. 40A:11-1 et ser, or N.J.S.A. 18A:18A-1 et sey,, as appropriate, and e Systan is in confillance with lipem. System Expiration: DETAILS. (Identify changes in; membership, commodities purchased or other information as appropriate) ee 10 5100 ee 100 CONDITION 201-336-7335 Renew Regisfration I Lend Agency Resolution ☐ List of Current Members Region (Submil new members on separate CP-2001) (COOPERATIVE PURCHASING FORM CP-2001) 14116 SYSTEM IDENTIFICATION Effective Date: Joint Purchasing System SYSTEM TYPE System Name: Dergen County Cogsorative Address: Add/Dolete Member(9) (In-mill) Phone: ☐ Lead / Member Agreeman(s) Date: sice | ec/ po New Member Resolution(s) Materials Complete: Return completed Form with all documentation to: Dominic J. Novell1 County Administrator Division of Local Government Services HOBOKEN STREEPT Trenton NJ 08625-0803 Attn: Co-op Cooperative Purchasing Cooperative Pricing System HOBERGN, NJ 07030 ASHINGTON ST PO Box 803 Approved: BK System Registration D Lend Agency Resolution Olsapproved: D Member Resolution(s) ☐ Agreement(s) his is to certif Official Use: gnature l'itle:

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CITY OF HOBOICEN RESOLVITION NO.

RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO ENTER INTO THE BERGEN COUNTY COOPERATIVE PRICING SYSTEM

WHEREAS, MJSA. 40A:11.:11(5) authorizes confracting units to establish a Cooperative Pricting System and to enter into Cooperative Prioring Agreements for its administration; and

WHEREAS, the Bergen County Cooperative Pelcing System, hereinatic referred to as the "Lead Agency" has offered voluntary participation in a Comerative Pelcing System for the purchase of goods and

WHEREAS, the City Council of the City of Roboken is hereby requested to authorise the City of Hoboken's participation in the Bergen County Cooperative Pricing System. NOW, THEREFORE BE IT RESOLVED, pursuant to the provisions of N. 18.4, 40A.11.11(5), the Mayor of the City of Höböken is height auftionized to ener into a Cooperative Pricing Agreement with the Lead Ageney.

BE IT FURTHER RESOLVED The Lead Agency shall be Tesponsible for complying with the provisions of the revised Statutes of the . Local Public Contracts Law (NJSA, 40A.11-1 et seq.) and all other provisions of the revised Statutes of the State of New Jersey. BE IT FORTHER RISOLVED the City Clerk shall publish, this resolution as required by law and keep a copy of the resulting contract on the in accordance with MISA 40A.11-1 at seq. and

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Maynr Dawn. dimmer and Corporation Coupsel for action in accordance therewith and to take any other actions necessary to complete and realize the Intent and purpose of this resolution, and

BE IT FURTHER RESOLVED that this resolution shall take effect humediately.

Meeting date: September 2, 2015

APPROVED:

Corporation Counsel

Business Administrator

JONG 20

Abstain/Present | Absent Nav

15 Sept 12 2005 ATRUE COPY OF A RESOLUTION ADOPTED BY. THE COUNCIL OF THE OTTY OF HOBOKEN, N.J. ALM MEETING HELLO Yea Ravi Bhalia, Coundl President Theresa Castellano Peter Cunningham Elizabeth Maso Im Occilipina Michael Russo antes Dovie Jen-Glatino

AUTON ADINEROS @ HOBOKENN) GON Relative completed from will all documentation to:

Division of Local Government Services

Division of Local Government Services

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To Manher Manher Agreemon(s) Libra of Community Members Renaw Registration (Subbill now members or sopposite CP-2001) (COOPELATIVE PURCHASING FORM CP-1001) SYSTEM IDENTIFICATION fulnilier. Cooperative Prioring System P I John Pitchasing System SYSTEM TYPE Nation AL B. DINEROS Mone. System Registration X Add Have the misers. September 1 Date; Malerials Complete: PURCHASING AGENT-OR CITY OF HOBOVER STREET

34 WASHINGTON STREET

HOBOVEN NO 07230 C Gend Agency Resolution D Member Resolution(a) Apprint out Cl Agreement(s) System Names Signatures

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Order Date Range: 01/01/16 to 12/31/16	01/16 to 12/31/16			
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Page No: 1

Order Date Range: 01/01/16 to 12/31/16

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Void Total	00.00	0.00	0.00	0.00	0.00	0.00	727.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,280.00	00.00	10,007,85
P.O. Total	10,000,00	2,164.22	2,344.60	734.94	1,700.59	727.85	0.00	1,547.24	3,447.00	254.74	1,113.93	5,000.00	9,280.00	225.07	3,205.00	0.00	2,477.00	44,222,18
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CITY OF HOBOKEN Budget Entry Verification Listing

May 10, 2017 10:03 AM

Batch Id: GDS Batch	Date: 05/10/17	Batch Date: 05/10/17 Batch Type: Standard		
Account No. Account Description	Туре	Entry Description	Amount	Seq
7-31-55-702-002 702 Contracted Services	1	Encumbrance CFO Hold for Sal Electric 5/10/2017	3,000.00	1
7-01-28-377-042 ELECTRICAL-Public Property	Encumbrance	Encumbrance CFO Hold for Sal Electric 5/10/2017 /	3,000.00	2

WARNING: This account would have a negative balance: 7-01-28-377-042. Balance would be: 23,654.77-.

	Listing
CITY OF HOBOKEN	Entry Verification
	Budget

Fund Description	Fund	Expenditures	Expenditures Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	7-01	0.00	0.00	0.00	0.00	0.00	3,000.00
PARKING UTILITY FUND 7-31	7-31	00.00	0.00	0.00	00.00	0.00	3,000.00
Total Of All Funds:	1	0.00	0.00	0.00	00.00	00.00	6,000.00
Expenditures:	Entries 0	Amount 0,00					
Reimbursements:	0	0.00					
Transfer In:	0	0.00					
Transfer Out:	0	0.00					
Cancel:	0	00.00					
Encumbrance:	7	6,000.00					
Total:	2	6,000.00					

There are warnings in this listing, but can proceed with update.

	Repor
CITY OF HOBOKEN	Batch Update/Posting
	Budget

						4853
						6,000.00 Ref Num:
						6,000.00
Updated Amount 0.00	0.00	0.00	0.00	0.00	6,000.00	Updated Entries: 2 Updated Amount:
Updated Entries Updated Amount: 0 0.00	0	0	0	0	2	Updated Entries:
Reimbursements:	Expenditures;	Transfer In:	Transfer Out:	Cancel:	Encumbrances:	Batch: GDS

AZ

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

MAY 1 7 2017

SPONSORED BY:
SECONDED BY:

CITY CLERK RESOLUTION NO.

RESOLUTION APPROVING A CHANGE ORDER TO THE CITY'S CONTRACT WITH FLANAGAN'S CONTRACTING GROUP INC., FOR THE SOUTHWEST BLOCK 12 PARK PROJECT IN THE TOTAL AMOUNT OF \$69,990.36 FOR A 7.38% INCREASE IN THE ORIGINAL CONTRACT AMOUNT

WHEREAS, the City Council of the City of Hoboken awarded a contract to Flanagan's Contracting Group, Inc., for the Southwest Block 12 Park Project by way of resolution dated May 18, 2016, pursuant to their bid proposal in the amount of \$4,907,567.50; and,

WHEREAS, the City Council previously approved change orders in the amount of \$292,505.77, increasing the contract price by 5.96% for a new total contract amount of \$5,200,073.27; and,

WHEREAS, the City received the attached correspondence from Suburban Consulting Engineers regarding Change Order # 14-17 to the contract with Flanagan's Contracting Group; and,

WHEREAS, according to Suburban Consulting, the change order is necessary to complete the Southwest Block 12 Park Project; and,

WHEREAS, it is requested that the City Council approve Change Order #14-17 in the amount of \$69,990.36 for additional labor, equipment and material for modifications related to the concrete revisions and additions on the terraced seating sub-structure; and,

WHEREAS, this change order will increase the contract amount to \$5,270,063.63; and,

WHEREAS, this change order equates to a 1.34% increase from the current contract amount of \$5,200,073.27, and the total contract has been increased by 7.38% from the original contract amount of \$4,907,567.50.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that Change Order #14-17 in the amount of \$69,990.36 is approved as delineated above.

- 1. The above recitals are incorporated herein as though fully set forth at length.
- 2. The terms of the referenced proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
- 3. Any change orders which shall become necessary hereafter shall be subject to the

City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.

4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

Meeting date: May 17, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	1			
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino	/			

APPROVED:

STEPHEN D! MARKS BUSINESS ADMINISTRATOR APPROVED AS TO FORM:

BRIAN ALOIA, ESQ

CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION APPROVING A CHANGE ORDER TO THE CITY'S CONTRACT WITH FLANAGAN'S CONTRACTING GROUP INC., FOR THE SOUTHWEST BLOCK 12 PARK PROJECT IN THE TOTAL AMOUNT OF \$69,990.36 FOR A 7.38% INCREASE IN THE ORIGINAL CONTRACT AMOUNT

AMOUNT TO BE CERTIFIED:

\$69,990.36

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-715-311

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$69,990.36 is available in the following appropriation: C-04-60-715-311 in the temporary CY2017 appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2017 temporary appropriation; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: Man Mashiam George DeStefano, CFO

May 15, 2017 03:48 PM

CITY OF HOBOKEN Budget Entry Verification Listing

Page No: 1

Batch Id: GDS	Batch Date: 05/15/17	Batch Type: Standard			
Account No. Account Descript	Type tion	Entry Description	Amount	Seq	
C-04-60-715-311 Z-370 CONSTRUCT	Encumbrance SOUTHWEST RESIL. PARK	CFO Hold for Flanagan's Contracting	69,990.36	1	

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	69,990.36
Total Of All Fun	ds:	0.00	0.00	0.00	0.00	0.00	69,990.36
Expenditures:	Entries O	Amount 0.00					
Reimbursements:	0	0.00					
Transfer In:	0	0.00					
Transfer Out:	0	0.00					
Cancel:	0	0.00					
Encumbrance:	1	69,990.36					
Total:	1	69,990.36					
There are NO errors	in this list	ing.					

Reimbursements:	Updated Entries O	Updated Amount 0.00					
Expenditures:	0	0.00					
Transfer In:	0	0.00					
Transfer Out:	0	0.00					
Cancel:	0	0.00					
Encumbrances:	1	69,990.36					
Batch: GDS	Updated Entries:	1 Updated Ar	nount: 69,990.36	Ref Num:	4866		

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

		-		
ISSUING OFFICE NJDEP CONST ELEMENT	 PROJECT NO. S340635-05 	3.	CONTRACT NO.	4. MODIFICATION NO. 14-17
5. TO (CONTRACTOR)		6.	PROJECT LOCATION	AND DESCRIPTION
Flanagans Contracting Group Inc.			Hoboken Southwes	t Block 12 Park
90 Old Camplain Rd, Hillsborough NJ 08844			57 Harrison St, Hob	
7		<u></u>		
cited herein or listed in attachr	nent hereto. Submit your p See the clause of this cont	propos ract en	al in space indicated on titled, "Changes", DO 1	page 2, attach detailed breakdown of NOT start work under this proposed ceed).
4/18/17				1
Date	Mark Lescavage, I	PE. En	gineer and Title ((60)
8 DESCRIPTION OF CHANGE				Signature nges, the contractor shall furnish all
labor and material, and all work	necessary to accomplish t	he foll	s contract covering cha lowing described work:	nges, the contractor shall furnish all
Additional labor, equipment				odifications related to the
				uding CMU, reinforcement,
dowels, anchorage and weep				
As a result of the above, the control ITEM NO.	act price is revised as follo)W5:	UNIT PRICE	ESTIMATED QUANTITY TOTAL COST
TOTAL COST OF THIS MODIFI	CATION \$ 69, 990.36	-		
The contract time is hereby: increations modification.	se decrease or	rema	ins the same 🛭 by _	TBC calendar days as a result of
The foregoine modification is here	by accepted:			1
CONTRACTOR	OWN	ER	(NJPE SI	EAL) ENGINEER
BY Robert Flagger Jr	BY:	AUTORES	BY: M	MIK LESCAVAGE, SCE
DATE: 4/18/2017	DATE:		DATE	
APPROVAL:	OF NEW JERSEY	Reserve the second		DATE

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

NJDEP-CONST. ELEMENT	S340635-05	11. CONTRACT NO.	12. MODIFICATION NO. 14-17
13. CONTRACTOR'S PROP (Detailed breakdown, attac	OSAL – CHANGE IN CONTRA ch additional sheets as necessary	ACT PRICE)	
(Proposed)			
See attached invoic	ces and calculations by cons	cultant and contractor	
	oo and outded to the torn.	autent and Coltractor	
			4
NET INCREASE	NET DECREASE	la	
\$69,990.36	S		ENDER DAYS INCREASE DAYS
1	E NAME AND TITLE:		ATURE:
4118/17 Ro.	bet Flanger Jr P.	oject Manger Re	

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14.	ISSUING OFFICE &	PROJECT NO.	15. CONTRACT NO.	16. MODIFICATION NO.			
1	burban Consulting		1	14-17			
17. ORIGINAL CONTRACT BID PRICE							
18.	18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS:						
Additional labor and material were necessary to accommodate design changes relative to the revisions and additions made to the terraced seating substructure.							
19.	OTHER IMPACTS R	ESULTANT OF THIS CHANGE:					
20.	RESUME OF NEGOT	TIATIONS OR RECOMMENDATIO	NS (Loance's Representative) :				
DATE	4/18/17	TYPE NAME AND TITLE OF LOAR REPRESENTATIVE:		AFORE			
-	-		. / 0 /	25			

Hoboken SW Block 12 Park Terraced Seating Footing and Slab Design Change Extras

Does not include any changes with the stones, CMU stingers.

Does not include cost of winter concerte and winter concrete curing.

PCO #

2/23/2017

Labor Breakdown

Forming		Pour	
Labor	Hours	Labor	Hours
Carpenter Foreman	48	Operator	16
Carpenter	192	Laborer Finisher	64
Laborer	48	Laborer Foreman	16
Generator	48	Generator	16
		Excavator	16
Form Weep Holes		Strlp	
Labor	Hours		
Carpenter Foreman	24	Carpenter Foreman	8
Carpenter	96	Carpenter	32
Laborer	24	Laborer	16
Generator	24		
Demo Saw	24		
Rebar and Masonry And	thors	Fill Weep Holes	
Labor J	fours	A CONTRACTOR OF THE PARTY OF TH	lours
Ironworker Foreman	24	Operator	8
Ironworker	72	Laborer	16
Demo Saw	24	60 Excavator	8

Hoboken SW Block 12 Park

Terraced Seating Footing and Slab Design Change Extras

Pricing is Lump Sum

Does not include any changes with the stones, CMU stingers.

Does not include cost of winter concerte and winter concrete curing.

PCO#14

2/23/2017

ST \$ 107,268 16

10%: \$ 117,994.98

10%: \$ 129,794.47

Subcontractors: \$

2% Bonding: \$ 132,390.36

Total: \$ 132,390.36

Item # 38: \$ 62,400.00 This line item will be billed along with the change order.

Total on Change Order: \$ 69,990.35

0	11	5	
-	1	1	-

Labor	Rate HRS	ST.
Laborer Foreman	\$ 100.29	5 1,604.64
Laborer	\$ 96.99 104	\$ 10,086.96
Laborer Shop Steward	\$ 100.29	\$ -
Laborer Finisher	\$ 98.38 64	\$ 5,296.32
Supervisor-Tom V	\$ 61.84	\$ -
Operator A Rate	\$ 121.24 24	\$ 2,909.76
Ironworker Foreman	\$ 129.96 24	\$ 3,119.04
Ironworker Journeyman	\$ 125.57 72	\$ 9,041.04
Carpenter Foreman	\$ 131.96	\$ 10,556.80
Carpenter Journeyman	\$ 114.83 320	\$ 36,745.60
	ST	\$ 80,360.16
Subcontractor		
		\$ -
	ST	\$ -
	10%:	\$ -
	ST	\$ -
Equipment		
	Hours Rate	
Demp Saw	48 \$ 6.5D	\$ 312.00
308 Excavator	16 \$ 186 90	\$ 2,990.40
60 Excavator	8 \$ 57.15	\$ 457.20
Generator	88 \$ 13.05	\$ 1,148.40
	ST	\$ 4,908.00

Materials- Invoices to be provided as backup as they are billed.

Masonry Anchors		5	1,300.00
Weep Holes		\$	4,200.00
Rebar Cost		\$	6,500.00
Drain Mat		\$	2,500.00
Concrete Cost 50 CY		\$	7,500.00
	ST	\$	22,000.00



HOBOKEN SOUTHWEST BLOCK 12 PARK

UPDATED -5/11/17

BID # 16-03

CHANGE ORDER LOG

SUBURBAN CONSULTING ENGINEERS

Prepared By: Kirk Danielson, LLA

Approved-Final with Signature Absorbed in Misc. Line Items Currently Still In Discussion Qty. Overages in Pay. App.'s Anticipated Qty. Overages Being Processed \$117,317.40 \$175,961.38 \$180,925.77 \$76,643.28 \$8,800.00 \$300,411.38 PROCESSING
PAY APP. OVER.
ANTICIPATED GIT. OVERAGE COSTS ABSORBED
IN DISCUSSION APPROVED TOTAL

Section SWA DOCUMANS SLEGGE STATUS STATUS	DATE	DESCRIPTION/LOCATION/ISSUE	BY	RELATED	RELATED DWG/SPEC	COST	BALL IN COURT	PROCESSED	NJEIT PAY ITEM Y-N	IF COST ABSORBED,
Confidence Color	IDENTIL			DOCUMENTS				STATUS		WHERE?
Particularity Control (Particularity Contro	7/20/20		SWA	ECA	N/A	\$22,369.33	SCE/FCGI	Approved	YES	
Proposal of Registrate Markerials SCE NOCE NOCE SERIES SCEPTION NOCE SCEPTION SCEPTION NOCE SCEPTION SCEPTION NOCE SCEPTION SCEPTION SCEPTION NOCE SCEPTION SCEPTI	8/23/20	新 · · · · · · · · · · · · · · · · · · ·	HOO	INVOICE	N/A	\$0.00	COH/SCE	Deleted	ON	の 一日 日本
Digeoid Figuration Matchinary FCG Testing AUP \$150,025.77 TED Organia VES MA N/A N/A S14,400.55 S26,126.61 Approved VES MA N/A S14,400.55 S26,126.61 Approved VES A	7/20/20		SCE	NOC#2	REV CG101	\$48,863.10	SCE	Approved	YES	のなどのなどのなどのであるというできません
Montage Statuture 14	7/28/20.		FCGI	Testing	AUP	\$180,925.77	TBD	Ongoing	YES	
Applicative production SCE NA NA Stapoosa SCEPTOR STATES	5/31/20		HCSA	N/A	N/A	\$39,588.94	SCE/HCSA	Processing	YES	というというのかの日本の大学を
Monitor Visible Structure Adjustments	7/22/20		SCE	N/A	N/A	\$14,400.53	SCE/FCGI	Approved	YES	かののでは、日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日
AND RESTORED STEELED BEST SCE NOCE 3 REV GOID SSS,322-85 SCEPTION Processing VES	7/18/20		SCE	RFI#2	QUOTE	\$729.30	FCGI	Approved	YES	
Outlet Structure Adjustments to DB #3 SCE NOC# RVA N/A S18,7274 SCE/FCCI Processing VES	7/26/20.	THE SAME STREET, S	SCE	NOC#3	REV CG101	\$55,232.65	SCE/FCGI	Ongoing	YES	
4"Well of white controlled in the Man No. N/A \$13,97,47 FCGI Approved VIS The Minister Control of Dundations SVA NOC FSEG DETAILS \$81,773.9 FCGI Ongoing VIS The Ministers Blue Green Control of Dundations SWA ASGG DETAILS \$81,773.9 FCGI Ongoing VIS The Ministers Blue Green Control of Dundations SWA ASGG DETAILS \$81,773.9 FCGI Ongoing VIS Tend Ministers Blue Green Control of Dundations SWA ASGG DETAILS \$80,993.8 FCGI Processing VIS Tend Ministers Blue Green Control of Dundations SWA Details N/A \$50,993.8 FCGI Processing VIS Tend Minister Blue Green Changes SWA Details N/A \$50,993.8 FCGI Processing VIS More Tend Minister Blue Green Changes SWA SCD N/A \$50,435.8 FCGI Processing VIS More Tend Minister Blue Changes SWA SWA SCD N/A \$50,435.8 FCGI Processing	7/26/20.		SCE	NOC#3	REV CG101	\$8,772.74	SCE/FCGI	Processing	YES	大のではないないないのではいいできる
PESC Cear Control of Leckon St. PCG NNA NNA S13371A7 PCG Approved VESC Cear Control of Leckon St.	8/25/20		FCGI	N/A	N/A	\$3,029.40	FCGI	Approved	YES	· 注意のでは、
Processing Name Processing	9/8/201		FCGI	N/A	N/A	\$13,371.47	FCGI	Approved	YES	· · · · · · · · · · · · · · · · · · ·
The Planter Blast Green SNA NGC #10 S.658 45.5 FCGI Processing VES	9/28/20		SWA	NOC	PSEG DETAILS	\$81,712.99	FCGI	Ongoing	ON	では、世界の日本の教育を表れてはないので
Sidewalk along Sund	10/12/20		SWA	ASI-008	E-101 E-201	\$638.29	FCGI	Processing	YES	BUS SHELTER
Stdewald along Observer Hwy, Emergency	10/17/20		SWA	NOC#10	L-203 to L-508	\$6,948.55	FCGI	Processing	YES	
Sidewikelang Observer Hwy_Energency SCE N/A N/A S14,54.27 SCE Approved YES	2/2/201		SWA	Details	N/A	\$69,990.36	SCE	AIN	YES	
Majoni Fine Comerce Extension SWA Details N/A S24/3731.32 SCE Defende VES	12/22/20		SCE	N/A	N/A	\$14,554.27	SCE	Approved	YES	
West Tablonal Fetroe Changes SWA Dotals N/A \$543,513.2 SCE NIA YES West Tablonal Fetroe Changes SWA SOP Regd by COH \$59,333.63 FCGI Ongoing YES Stone seating SWA SWA SWA Regd by COH \$54,034.35 FCGI Ongoing YES Extra Lights SWA SWA SCH COH COH NO Defining Valid Storage Tank #12 SCH COH SY136.03 FCGI Ongoing YES Defining Let Receivation in dog Park SWA SWA SY136.03 FCGI Ongoing YES Wal closure at Patel Property SWA SSA,265.03 FCGI Ongoing YES ANAI CANCRETE RECAINING WALL, 10° WIDE SCFFCG SSA,266.00 COH Ongoing NO ITEM NO. 20 STAPER COPPER TUBING, 1-1/2° DIAM. TEM NO. 42 CONCRETE RETAINING WALL, 10° WIDE SSA,200.00 COH Ongoing ITEM NO. 104 - SANTICIPATED OVERAGE - ITEM NO. 100 ANTICIPATED OVERAGE - ITEM NO. 100 SSA,200.00 C	2/7/201	を 一般	SWA	Details	N/A	\$0.00	SCE	Deleted	YES	
National Power State Sta	1/10/20	一般の 日本の 日本の 日本の 日本の 日本の 日本の 日本の 日本の 日本の 日本	SWA	Details	N/A	\$24,751.32	SCE	NIA	YES	LEAF SCULPTURE
Stone seating SWA \$143,010.49 FCGI Origining YES CACH Lights SWA \$13,446.43.5 FCGI Origining YES Overhead found stronge Tank trait SCE/FCG CCH \$13,466.3 FCGI Origining YES Overhead to underground service SCE/FCG SWA \$7,396.05 FCGI Origining YES Perimeter Retaining underground service SWA SWA \$7,396.05 FCGI Origining YES Mo Cost Time Extension SCE/FCG SWA SSB,335.00 COH Origining YES ITEM NO. 31 COGNITE Extension SCE/FCG SSB,320.00 COH Origining NO ITEM NO. 41 CONCRETE RETAINING WALL, 10° WIDE TEM NO. 41 CONCRETE RETAINING WALL, 20° WIDE SSB,000 COH Origining NO ITEM NO. 178 GEOTEXTILE DERMACATION BARRIER SSB,000 SSB,000 SSB,000 SSB,000 SSB,000 ITEM NO. 178 GEOTEXTILE DERMACATION BARRIER TOTAL PROLECTS CHANGE ORDERS SSB,000 COH Origining NO	10/18/20		SWA	SOP	Req'd by COH	\$9,333.63	FCGI	Processing	YES	
COH	10/18/20		SWA	のできると		\$143,010.49	FCGI	Ongoing	YES	LEAF SCULPTURE
Ordering Court Storage Tank #12	10/18/20		SWA	なるというない	答となるとなった。	\$4,034.35	FCGI	Ongoing	YES	RAT CONTROL
Overhead to underground service SCE/FCG SCE/FCG Chogoing YES Perimeter Relating Walls and State Relating Wall and Used Re-Design SWA S7,396.05 FCGi Ongoing YES Perimeter Relating Wall all outset Re-Design SWA SWA SGB4.22 FCGi Ongoing YES No Cost Time Extension SCE/FCG SCE/FCG COH Ongoing YES ITEM NO. 28 DISPOSAL OF REGULATED SOILS SCE/FCG COH Ongoing NO ITEM NO. 31 GEORIN TEXTILE TIEM NO. 31 GEORIN TEXTILE SSA1.80 COH Ongoing ITEM NO. 41 CONCRETE RETAINING WALL, 20" WIDE SSA1.80 SSA30.00 SSA30.00 SSA30.00 ITEM NO. 17 YER COPPER TUBING, 41.12" WIDE TIEM NO. 10.04" SANITARY PIPE SSA30.00 SSA30.00 SSA30.00 ITEM NO. 178 GEOTEXTILE DEMARCATION BARRIER SSA30.00 SSA30.00 SSA30.00 AND ANTICIPATED OVERAGE - ITEM NO. 100 SSA30.00 SSA30.00 AND SSA30.00 ANTICIPATED OVERAGE - ITEM NO. 100 PERCENT ABOVE CONTRACT VALUE SSA30.00 SSA30.00	10/18/20	のできたのであると	СОН			\$13,446.05	FCGI	Ongoing	ON	
Perinteer Recation in dog Park SWA SWA SWA SWA SWA SWA SWA SAJSJ6.93 FCGi Ongoing VES SAJSJ6.93 FCGi Ongoing VES SAJSJ6.93 FCGi Ongoing VES SAJSJ6.93 FCGi Ongoing VES SWA SWA SWA SWA SCA SWA	10/18/20	都被 おとまながののかん に	SCE/FCG			\$7,989.42	FCGI	Ongoing	YES	
Perimeter Retaining Wall Adjusted Re-Design SWA SASPS 693 FCGI Ongoing VES Wall closure at Patel Property SCE/FCG SCE/FCG COH Ongoing VES ITEM NO. 2054 TIME Extension SCE/FCG COH Ongoing NO ITEM NO. 20 ISPOSAL CHE RECURSTREE RETAINING WALL, 20" WIDE SCE/FCG COH Ongoing NO ITEM NO. 31 GEOGRID TEXTILE TEM NO. 91 TYPE K COPPER TUBING, 1-1/2" DIAM. SCE/FCG SCE/FCG COH Ongoing NO ITEM NO. 91 TYPE K COPPER TUBING, 1-1/2" DIAM. SCE/FCG SCE/FCG SCE/FCG SCE/FCG SCE/FCG COH Ongoing NO ITEM NO. 91 TYPE K COPPER TUBING, 1-1/2" DIAM. SCE/FCG	10/18/20	※ かちをはないのから	SWA			\$7,396.05	FCGI	Ongoing	YES	
Wall closure at Patel Property SWA SKB9.42 FCGI Ongoing VES NO Cost Time Extension SCE/FCG SCE/FCG COH Ongoing NO ITEM NO. 28 DISPOSALO TEXTILE SCE/FCG SCE/FCG COH Ongoing NO ITEM NO. 30 GEOGRAP TEXTILE SCE/FCG SCE/FCG SCE/FCG COH Ongoing NO ITEM NO. 40 CONCRETE RETAINING WALL, 20" WIDE TEM NO. 31 TYPE K COPPER TUBING, 1-1,2" DIAM. SCE30,000	10/18/20		SWA			\$3,526.93	FCGI	Ongoing	YES	
No Cost Time Extension SCE/FCG S0.00 COH Ongoing	10/18/20		SWA			\$689.42	FCGI	Ongoing	YES	BUS SHELTER
TOTAL PROJECTS CHANGE ORDERS PERCENT ABOVE CONTRACT VALUE	1/17/20.		SCE/FCG	を発生を行うの		\$0.00	СОН	Ongoing	ON	CONTENTS OF THE PORT OF THE PARTY.
TOTAL PROJECTS CHANGE ORDERS PERCENT ABOVE CONTRACT VALUE		ITEM NO. 28 DISPOSAL OF REGULATED SOILS				\$12,956.88				
TOTAL PROJECTS CHANGE ORDERS PERCENT ABOVE CONTRACT VALUE		ITEM NO. 31 GEOGRID TEXTILE				\$841,80				
TOTAL PROJECTS CHANGE ORDERS PERCENT ABOVE CONTRACT VALUE		ITEM NO. 40 CONCRETE RETAINING WALL, 20" WIDE				\$9,590.00				
TOTAL PROJECTS CHANGE ORDERS PERCENT ABOVE CONTRACT VALUE	のでいる。	ITEM NO. 41 CONCRETE RETAINING WALL, 10" WIDE				\$50,640.00				
TOTAL PROJECTS CHANGE ORDERS PERCENT ABOVE CONTRACT VALUE		ITEM NO. 91 TYPE K COPPER TUBING, 1-1/2" DIAM.				\$630,00				
TOTAL PROJECTS CHANGE ORDERS PERCENT ABOVE CONTRACT VALUE	1965 (698) \$P\$	ITEM NO. 100 4" SANITARY PIPE				\$200.00				
TOTAL PROJECTS CHANGE ORDERS PERCENT ABOVE CONTRACT VALUE		ITEM NO. 178 GEOTEXTILE DEMARCATION BARRIER				\$1,784.60			が 10mm 10mm 10mm 10mm 10mm 10mm 10mm 10m	
TOTAL PROJECTS CHANGE ORDERS PERCENT ABOVE CONTRACT VALUE		ANTICIPATED OVERAGE - ITEM NO. 100				\$2,300.00				
		ANTICIPATED OVERAGE - ITEM NO. 178				\$6,500.00				
				TOTAL PRO	JECTS CHANGE ORDERS	\$684,787.25				
				PERCENT AF	SOVE CONTRACT VALUE	13.95%				

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAY 1 7 2017

SPONSORED BY: SECONDED BY:

n nama

CITY CLERK

—CITY OF HOBOKEN RESOLUTION NO.:

RESOLUTION EXERCISING THE CITY'S OPTION TO EXTEND THE CONTRACT WITH ACCURATE LANGUAGE SERVICES FOR ONE YEAR IN THE AMOUNT OF \$50,812.00

WHEREAS, proposals were received for Bid Number 14-04 for Language Interpreter/Translation services to be provided in the Hoboken Municipal Court; and,

WHEREAS, the City subsequently awarded a two (2) year contract to Accurate Language Services; and,

WHEREAS, the contract provided the City with the option to extend the contract for an additional two years; and,

WHEREAS, the initial term of the contract was set to expire on May 7, 2016; and,

WHEREAS, pursuant to the attached Resolution dated June 1, 2016, the City exercised its right to extend the contract for one additional one year; and,

WHEREAS, the City now seeks to exercise its option to extend the contract for another additional year, which is the final extension authorized by the contract; and,

WHEREAS, the Administration recommends extending the City's contract with Accurate Language Services for a period of one year in the not to exceed amount of \$50,812.00 to expire May 7, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the City's contract with Accurate Language Services will be extended for one year in the amount of \$50,812.00 for language interpreter/translation services in the Municipal Court, which will expire on May 7, 2018; and,

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately, subject to the following conditions:

- 1) The remainder of the terms and conditions shall be in accordance with the original agreement and all attachments thereto; and,
- 2) The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract and any other steps necessary to effectuate this resolution; and,
- 3) This resolution shall take effect immediately.

Meeting date: May 17, 2017

AS

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	1			
David Mello	1.			
Ruben Ramos Jr.	/_			
Michael Russo				
President Jennifer Giattino	0			

APPROVED:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.

CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION EXERCISING THE CITY'S OPTION TO EXTEND THE CONTRACT WITH ACCURATE LANGUAGE SERVICES FOR ONE YEAR IN THE AMOUNT OF \$50,812.00

AMOUNT TO BE CERTIFIED:

\$50,812.00

ACCOUNT NUMBER TO CERTIFY FROM:

7-01-43-490-030 - \$5,000.00

Remaining \$45,812.00 will be available when final 2017 budget is adopted.

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,812.00 is available in the following appropriation: \$5,000.00 from 7-01-43-490-030; and I further certify that the remaining \$45,812.00 will be appropriated in the CY2017 final budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed

(AW), George DeStefano, CFO

Introduced by:
Seconded by:

CITY OF HOBOKEN

RESOLUTION EXERCISING THE CITY'S OPTION TO EXTEND A CONTRACT TO ACCURATE LANGUAGE SERVICES FOR THE PROVISIONS OF CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES IN ACCORDANCE WITH THE CITY'S BID NO. 14 - 04 FOR AN ADDITIONAL ONE YEAR IN THE TOTAL NOT TO EXCEED AMOUNT OF \$ 50,812.00 TO COMMENCE MAY 8, 2016 AND EXPIRE ON MAY 7, 2017.

WHEREAS, proposals were received for Bid Number 14 - 04 for the provisions of Language Interpretel/Translation services and the contract was, the reafter, awarded to Accurate Language Services, and the City now seeks to exercise its option to extend the contract; and,

WHEREAS, pursuant to the recommendation of the Purchasing Department (attached hereto) the City entered into a two (2) year contract with Accurate Language Services, which is set to expire on May 7, 2016, and the City now wishes to exercise its option to extend the contract for the goods and services specified in Bid No. 14 - 04 for an additional one year term, to commence May 8, 2016, and further maintains its rights to the additional one year option to extend at the sole discretion of the City; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken as follows:

- A. This resolution exercises the City's option to extend the contract for the goods and services specified in Bid No. 14 · 04, for an additional one year term, to commence May 8, 2016, and further maintain the City's rights to the additional one year option to extend at the sole discretion of the City.
- B. The City exercises this one year option to extend in the total amount of Fifty Thousand Eight Hundred Twelve Dollars (\$50,812.00), in year one (1), with all options to extend and all funds thereunder subject to non-appropriation of funds and extension at the sole discretion of the City.
- C. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the contract. The contract term shall hereby be extended to May 7, 2017.
- D. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted, so none will be allowable under the contract.
- E. Fursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- P: This resolution shall take effect immediately upon passage.

Meeting dates June 1, 2016.

APPROVED:

Quanun vytest Brisiness Administrator APPROVED AS TO FORM:

AUSIA POLO

Councilperson	Yea .	Nay	Abstato/Present	Absent
Ravinder Bhalla	1.1 11.66			are and the set that and the first the said in the said in
Peter Cunningham				***************************************
Michael Defitsco			page de la pareza	
James Doyle				THE PARTY OF THE P
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Ruben Ramos, Ir.			The second secon	
Michael Russo				The second secon
President Jennifer Glattino	STATE OF THE STATE		from the first of the property	

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE

RESOLUTION EXERCISING THE CITY'S OPTION TO EXTEND A CONTRACT TO ACCURATE LANGUAGE SERVICES FOR THE PROVISIONS OF CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES IN ACCORDANCE WITH THE CITY'S BID NO. 14 - 04 FOR AN ADDITIONAL ONE YEAR IN THE TOTAL NOT TO EXCEED AMOUNT OF \$ 50,812.00 TO COMMENCE MAY B, 2016 AND EXPIRES ON MAY 7, 2017.

AMOUNT TO BE CERTIFIED

\$50,812.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-43-490-030

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,812.00 is available in the following appropriation: (C - C) = (C - C) + (C - C) in the CY2016 temporary appropriations; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 budget; and I further certify that the lunds available in the said appropriation are intended for the purpose herein committed.

Signed: 1717 17 17 18 George DeStefano, CFO

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER Mayor



AL B. DINEROS, QPA Purchasing Agent

Date:

April, 12, 2016

Ta:

Quentin Wiest, Business Administrator

Corporation Counsel

From:

AL B. Dineros

Subject:

Recommendation to extend the contract for Certified Language/Translation Services IAW Bid 14 - 04 for NTE

\$52,000.00

City entered into a two (2) year contract with Accurate Language Services, which is set to expire on May 7, 2018. and the City now wishes to exercise its option to extend the contract for the goods and services specified in Bid No. 14 - 04 for an additional one year term, to commence May 8, 2016, and further maintains its rights to the additional one year option to extend at the sole discretion of the City.

Attached is the revise price list effective May 7, 2016.

Certification of funds:

6-01-43-490-030

Levid hoo on

p.4-02038

Verto/# 3175

Introduced by:

CITY OF HOBOKEN RESOLUTION NO.

RESOLUTION AWARDING A CONTRACT TO ACCURATE LANGUAGE SERVICES FOR THE PROVISIONS OF CERTIFIED LANGUAGE INTERPRETER / TRANSLATION SERVICES IN ACCORDANCE WITH THE CITY'S BID NO. 14-04 IN THE TOTAL AMOUNT OF SECRIE, 00 PER YEAR FOR TWO (2) YEAR FROM THE DATE OF CONTRACT AWARD, WITH TWO (2) SEPARATE CHE (3) YEAR OFTIONS TO EXTEND 50TH OF WHICH OFTIONS SHALL BE AT THE SOLE DISCRETION OF THE CITY

WHEREAS, proposals were received for Bid Mumber 14-04 for the provisions of certified language interpreter / translation pervices; and,

WHEREAS, Eight (8) hid proposals were received, of which the Purchasing Agent advised the lowest three (3) bidders being:

	VENDOR	(0,0)		1500		1.37	TOTA	L BID	Contract of the		·EKO	EPT	IONS	1
	Accurate L	anguage	Services	· · · ·		:	\$50,61	2.110	7 :		. Yas	· · ·	p/4,/3	1
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WHIREAS, pursuant to the recommendation of the Purchasing Department fattached heretof the City wishes to contract for the goods and services specified in Bid No. 14-04, and accurate Language Services submitted a responsible, and responsive bid for the units and extended pulces; and,

WhereAs, certification of fauls is available as follows:

I, George DeStatano, Chief Financial Officer of the City of Roboken, hereby certify that \$10,000.00 is available in the following appropriations and I further certify that I will immediately review the CF2014 budget to determine relieflor the additional \$40,813.00 bullence is available and appropriated in the following appropriation 401.43.490-039 in the CY2018 budget upon adoption of said budget which I driving certify that this commitment together with all previously made commitments and private does not according to made available in said appropriation for the CY2018 famous are appropriation; and I trither certify that the productory review the CY2018 famous are appropriation; and I trither certify that I will immediately review the CY2018 budget to determine the additional \$50,812.00 bullings for two of the controls is available and appropriated in the following appropriation A-01-43-490-030. In the CY2016 budget won adoption of said propriets and I happened the appropriational products and exceed discusses available in and appropriation, are intended for the purpose herein combitted.

signed and Manager Secretary, CFO

NOW THEREFORE HELT RESOLVED by the Chy Council of the Chy of Hoboken as follows:

A. This resolution awards a contract to Accurate Langings Services for Bid No. 14-04,

in the total amount of Fifty Thousand Eight Hundred Twelve Dollars (\$50,912.00) per year for two years, of which \$10,000.00 shall heretolore be appropriated, with the remaining \$40,812.00 from year one not herein appropriated subject to proper and adequate appropriation by the City of Hoboken as part of its CY2014 budget, and with the remaining \$50,812.00 from year two not herein appropriated subject to proper and adequate appropriation by the City of Hoboken as part of its CY2018 budget, without records in law or in equity upon any fallure of the City of Hoboken to properly and adequately appropriate said funds in its CY2014 budget. The Contract shall be for two (2) years from the date of contract award, with two (2) separate one (1) year options to extend, both of which options shall be et the sole disarration of the City.

- B. If the contract as provided by the City of Hopoken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the contract.
- C. The contract shall be in accordance with the terms of the specifications and the various corresponding bid proposal documents. The only exceptions allowed are those which were noted in the attachment to the Purchasing Agent's recommendation.
- D. Pursuant to the provisions of MISA. 40A:11-11(5), the Mayor or her agent is hereby authorized to anter into an Agreement with the vendor for said purchase and sais.
- E. This resolution shall take effect immediately upon passage.

MEETENG: May 7, 2014 REVIEWED:				approved a	s to for	Mi /]/	1
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CITY OLERK

NOTES:

- 1. * Spanish Interpreter shall be present in all court sessions (including special session). Failure to maintain a Spanish Interpreter in any court session shall constitute a material breach of the agreement for which the City shall be entitled to damages and, in its sole discretion, immediate termination of the agreement.
- 2. The City will pay two hours minimum for every language translation/interpretation services provided.
- 3. Travel expenses will not be allowable under this agreement. It is the Contractor's responsibility to reasonably estimate travel expenses of its Interpreters and incorporate those amounts into their hourly proposal.
- 4. These estimates are provided as informational only and the City shall not be obligated to purchase any minimum or maximum number of service hours berein described. Vendor will be paid for the actual services rendered.

SIGNATI	IRE PAGE
A A STATE OF THE S	March 24, 2014
Signature '	Date
Victoria Ewing	Director of Businese Development
Print Name Acquiete Language Services	Title/Position
Bidder/Company	
PO Box 2243, Haddonfield, NJ 08038	
Company Address 856-795-8380	850-924-0744
Telephone#	Fax#
Viotoria@accuratelanguageservices.com	scinin@eccuratelanguagescrytees.com

Note: The above individual must be authorized to sign on behalf of company submitting proposal.

EXCEPTIONS TO BID SPECIFICATIONS

BId 14-04 - CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES

COMPANY NAME Acquiate Language Services

In regards to dancellations:

- Advanced carpolletton notice of 24 hours of more! No Olyange.
- Less than 24 hours notice or same date cancellations. The two hour minimum interpreting fee will be charged.
- Cancellation notice required for American Elgn Language is two (2) full bushiese days (48 hours)

BID PROPOSAL SHEET

BIG 14 -04 - CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES

	A Angual Hours	1 100 100 100 100 100 100 100 100 100 1	C. Annual Cost
Language	(estimate)	B. Hourly	(AXB)
	- T - 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	Rate	Carrie Andrews and the second
1.Chinese	60	\$85	\$5,100
2.Korean	1.0 20 20	\$90	900
3. Vietnapiesa	10 (7.30)	\$90	900
4.Sign	20	\$110	2,200
Language			M. Commission of the Commissio
5. Tini	2	\$95	150
6.Russian	2	\$95	190
7. Croation	2	\$95	190
8.Czech	2	\$95	190
9 French	2	\$95	1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00
10.Hebrew	2-14	\$95	190
11,Hindi	2. 11	\$95	190
12.Italian	2	\$95	190
13.Japanese	2	\$120	240
14.Perslan	2	\$95	
15.Polish	2	\$95	Lean v190
16.Filipino	2	\$110	/220
17.Tuckish	2	\$95	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
18.Urdu	2	\$95	190-
19.Yiddish	2	\$98	190
20 Panjabi	2	695	
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		(Add CL-	\$12,220
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*22.Spanish	192	\$201	\$38,602 \$35
ner erretauene nerengentalan eritarian		FL Brand	
	and the second	Total-	\$50,812 / N/A
		Gld Pirice (D + G22)	
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Fifty-thousand eight-hundred and twelve dollars.
(Fifd Price in Words)

BIG 14-04 - CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES

Company Name: Accurate Language Services

Cost Proposal Matrix

MITS LANGE		1	
LANGUAGE	Number of	Hourly Rate per	Rate per Session
14.11310	Interpretera		Per Interpreter
Arabic	4	\$95	\$285
Chinese -	1.5.7.0		An-+4
Cantonese	5	690	\$270
Chinese		\$90	- \$270
Mandarin	5		# 15 Table 1 1971
Groaflan	The second secon	\$95	\$285
Czech	7.7	\$95	\$285
French - Creole	. 4	202	\$285
French-	3	\$95	\$285
Senegal			
HebreW	3	\$95	\$285
Hindi	3	\$96	\$285
Italian	87	\$95	\$285
Japanese	2	\$120	\$360
Koréan	4	\$95	\$285
Persian		895	\$285
Polish	2	\$95	\$285
Russlan	3	895	\$285
Serbo-Croatian	g	595	\$283
Bign Language	5	\$110	\$330
*Spanish		\$ 57	\$201
Tagalog	2	\$110	\$330
Turkish	3	\$95	\$285
Urdu	3	# 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$285
Vietnamese		\$90	\$270
Yiddish	7	105	\$285
are to been and at him appropriate the form of the property of the same of the			3 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Notes:

- s. * Spanish interpreter shall be present in all court sessions. Failure to maintain a Spanish interpreter in any court session shall constitute a material breach of the agreement for which the City shall be entitled to damages and, in its sole discretion, immediate fermination of the agreement.
- The City will pay two hours minimum for every language translation/interpretation services provided.

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7-01-43-490-030 Legal & Audit	Encumbrance	CFO HOLD ACCURATE LANGUAGE	5,000.00	1	

WARNING: This account would have a negative balance: 7-01-43-490-030. Balance would be: 19,016.00-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cance1	Encumbrances
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Total Of All Fun	ds:	0.00	0.00	0.00	0.00	0.00	5,000.00
Expenditures:	Entries 0	Amount 0.00					
Reimbursements:	0	0.00					
Transfer In:	0	0.00					
Transfer Out:	0	0.00					
Cancel:	0	0.00					
Encumbrance:	1	5,000.00					
Total:	1	5,000.00					

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Transfer Out:	0	0.00		
Cancel:	0	0.00		
Encumbrances:	1	5,000.00		
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1

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAY 1 7 2017

SPONSORED BY: _ SECONDED BY:

n. Rame

CITY CLERK

CITY OF HOBOKEN RESOLUTION NO.

RESOLUTION AUTHORIZING AN ADDENDUM TO THE CONTRACT WITH FOGGIA TRINITY ELECTRIC FOR THE INTERSECTION IMPROVEMENTS AT HARRISON STREET/JACKSON STREET AND OBSERVER HIGHWAY PROJECT

WHEREAS, pursuant to Resolution No.: TS2 dated March 15, the City awarded a contract to Foggia Trinity Electric ("Foggia") to perform construction services for the Intersection Improvements At Harrison Street/Jackson Street And Observer Highway Project, as delineated in Bid No. 17-03; and,

WHEREAS, the City wishes to enter into the attached addendum to the contract with Foggia; and,

WHEREAS, the attached addendum proposes that the City will allow Foggia to utilize 20,000 square feet of Block 103, Lots 7-26, which is an Industrial Zoning District, for staging during the construction project; and,

WHEREAS, McGuire Associates, LLC performed an analysis of an Industrial Zoning District to determine the fair rental value of the property; and,

WHEREAS, in consideration for utilizing 20,000 square feet of City owned property during the project, Foggia will pay the City \$3,600.00 per month, which is the fair rental value of the property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the City is authorized to execute an addendum to the contract with Foggia allowing Foggia to utilize 20,000 square feet of City owned property, for staging purposes during the Intersection Improvements at Harrison Street/Jackson Street and Observer Highway Project, at a rate of \$3,600.00 per month; and,

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately, subject to the following conditions:

- 1. The above recitals are incorporated as if fully set forth at length.
- 2. The Council hereby authorizes Corporation Counsel to make reasonable amendments to the attached addendum if necessary, so long as the amendments do not fundamentally alter any of the terms.
- 3. The remainder of the terms and conditions shall be in accordance with the original agreement and all attachments thereto.
- 4. This resolution shall be effective immediately.
- 5. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to realize the intent and purpose of this resolution with:

A Lambert

Foggia Trinity Electric 1608 East 2nd Street Scotch Plains, New Jersey 07076

Meeting date: May 17, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael DeFusco	1,			
James Doyle				
Tiffanie Fisher				
David Mello	1,			
Ruben Ramos, Jr.	1,			
Michael Russo	1/			
President Jennifer Giattino				

APPROVED:

STEPHEN D. MARKS **BUSINESS ADMINISTRATOR** APPROVED AS TO FORM:

BRIAN ALOIA, ESQ. CORPORATION COUNSEL

Addendum to the Contract for Construction Services between Foggia Trinity Electric and City of Hoboken (Bid No. 17-03)

THIS ADDENDUM ("Addendum") to the Contract for Construction Services (the "Agreement") related to the Intersection Improvements at Harrison Street/Jackson Street and Observer Highway Project, is made as of the date of the last signature below (the "Effective Date"), by and between Foggia Trinity Electric ("Foggia"), with its principal place of business at 1608 East 2nd Street, Scotch Plains, New Jersey 07076 and the City of Hoboken, with its principal place of business at 94 Washington Street, Hoboken, New Jersey 07030 ("City"). Foggia and City are collectively from time to time referred to herein as the "Parties" with each being individually referred to as a "Party."

WHEREAS, City and Foggia desire to modify the terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Foggia agree as follows:

- 1. Basic Information and Defined Terms. City will allow Foggia to utilize a portion of City owned property according to the terms and conditions of this Addendum. Further, in addition to the terms which are defined elsewhere in this Addendum, the following basic information terms shall have the following meaning.
- (a) Property: City owns property that is identified in the Hoboken City Tax Map as Block 103, Lots 7-26 (the "Property"). Foggia is authorized to use approximately 20,000 square feet of the property.
- **(b) Permitted Use:** The Property may be used and occupied for the purpose of staging a construction area during the Intersection Improvements at Harrison Street/Jackson Street and Observer Highway Project.
- (c) Term: The term is one (1) month which shall automatically renew on a month to month basis unless Foggia notifies City, or City notifies Foggia, in writing at least 15 days before the expiration of the term of an intention to terminate said Addendum.
- (d) Commencement Date: Foggia may take immediate possession of the Property.
- (e) Rent: Three thousand six hundred dollars (\$3,600.00) per month payable on the 15th of each month.
 - (f) Security Deposit: None

- 2. Use. The Property may be used and occupied for the purpose of staging a construction area during the Intersection Improvements at Harrison Street/Jackson Street and Observer Highway Project. Foggia shall not allow the Property to be used for any purpose deemed unlawful, disreputable or extra hazardous. Foggia will not commit waste and will not create any nuisance.
- **3. Delivery of Possession**. City will deliver possession of the Property to Foggia on the Commencement Date, "AS-IS" in its present condition.
- **4. Repairs and Care.** Foggia agrees that it shall maintain the Property in good condition and state of repair and at the end or other expiration of the term, shall deliver up the Property in good order and condition.
- **5. Alternations; Improvements.** No alterations, additions or improvements shall be made, shall be installed in or attached to the Property without the advance written consent of City.
- 6. Compliance with Laws. Foggia shall comply with all Municipal, State and Federal legal requirements with respect to its use of the Property or the use and occupation thereof, and Foggia shall pay all costs, expenses, fines, penalties and damages which may be imposed upon City, because of its failure to comply with the provisions of this Section.
- 7. Indemnification. Foggia will indemnify and hold harmless City from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees that may be incurred in enforcing its obligations under this Addendum) including any and all claims and liability for losses or damage to the Property or injuries to persons for any cause or reason whatsoever arising out of or by reason of the occupancy of the Property by Foggia, its agents, servants or any business of Foggia.
- **8. Assignment.** Foggia shall not assign, mortgage, sublet or sublease the Property or any part thereof, without the advance written consent of City.
- 9. Removal of Foggia's Property. Any equipment, machinery, goods or other property of Foggia or its agents, not removed by Foggia upon the termination of this Addendum, or upon any quitting, vacating or abandonment of the Property by Foggia or upon Foggia's eviction, shall be considered as abandoned and City shall have the right, subject to ten (10) days written notice to Foggia, that City may sell or otherwise dispose of the same, at the expense of Foggia, and shall not be accountable to Foggia for any part of the proceeds of such sale, if any.
- 10. Default. If Foggia shall fail to perform any of the covenants, conditions and agreements herein contained on its part to be kept or performed, Foggia shall be in default hereunder. If Foggia is in default and after a five (5) day notice to Foggia describing the basis for the default and provided Foggia has an additional ten (10) day period to cure its default, City may terminate this Addendum upon additional written notice advising Foggia that the default remains uncured and this Addendum will end on the date fixed in said notice which shall not be less than fifteen (15) days after expiration of the cure period.

- Title and Quiet Enjoyment. City covenants and represents that City is the 11. owner of the Property and has the right and authority to enter into, execute and deliver this Addendum and does further covenant that so long as Foggia pays all of the Rent and performs all of its other obligations hereunder, Foggia shall peaceably and quietly have, hold and enjoy the Property without interference, hindrance, ejection or molestation by City.
- 12. Validity of Addendum. The terms, conditions, covenants and provisions of this Addendum shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.
- Termination by City Without Cause. Notwithstanding any other provision of this Addendum, the City shall have the right to cancel this Addendum at any time without cause, provided that fifteen (15) calendar days prior written notice is given to Foggia of City's intent to terminate.
- 14. This Addendum does not, and shall not be construed to modify any term or condition of the original Agreement other than those specific terms and conditions expressly referenced in this Addendum. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Addendum, the terms and conditions set forth in this Addendum shall control. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, each of the Parties has caused this Addendum to be executed on its behalf by its duly authorized representative.

City of Hoboken	Foggia Trinity Electric
By:	By:
Title:	Title:
Date:	Date:

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

A5

AT A MEETING HELD ON:

MAY 1 7 2017

SPONSORED BY: SECONDED BY:

D. Ramn

CITY CLERK,

CITY OF HOBOKEN RESOLUTION NO.

RESOLUTION APPROVING A CHANGE ORDER TO THE CITY'S CONTRACT WITH EASTERN DATACOMM FOR THE CITY HALL TELEPHONE PROJECT IN THE TOTAL AMOUNT OF \$4,544.50 FOR A 4.5% INCREASE TO THE ORIGINAL CONTRACT AMOUNT

WHEREAS, the City Council of the City of Hoboken awarded a contract to Eastern Datacomm for the City Hall Telephone Project by way of resolution dated October 5, 2016, pursuant to their bid proposal in the amount of \$100,488.00; and,

WHEREAS, the City received the attached quotes from Eastern Datacomm for Change Order # 1, #2, and #3; and,

WHEREAS, change order #1, in the amount of \$2,527.00, is necessary to provide redundant equipment so the phone system will continue to function in the event of an appliance failure; and,

WHEREAS, change order #2, in the amount of \$600.00, is necessary to provide patch cables to connect the fiber riser cabling between floors to the HP data POE switches; and,

WHEREAS, change order #3, in the amount of \$1,417.50, is necessary to provide cables to connect existing desktop PC's and printers to the new data jacks; and,

WHEREAS, the total of change orders #1, #2, and #3 is \$4,544.50 will increase the total contract amount by 4.5% to a new contract amount of \$105,032.50; and,

WHEREAS, it is requested that the City Council approve Change Order #1, #2, and #3 in the total amount of \$4,544.50.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that Change Order #1, #2, and #3, in the total amount of \$4,544.50, are approved as delineated above.

- 1. The above recitals are incorporated herein as though fully set forth at length.
- 2. The terms of the referenced proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
- 3. Any change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
- 4. The Council hereby authorizes the Mayor, or her designee to execute any and all

documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

Meeting date: May 17, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	1			
Peter Cunningham				
Michael DeFusco	1			
James Doyle				
Tiffanie Fisher				
David Mello	1			
Ruben Ramos, Jr.	/			
Michael Russo				
President Jennifer Giattino	/			

APPROVED:

STEPHEN D. MARKS

BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.

CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION APPROVING A CHANGE ORDER TO THE CITY'S CONTRACT WITH EASTERN DATACOMM FOR THE CITY HALL TELEPHONE PROJECT IN THE TOTAL AMOUNT OF \$4,544.50 FOR A 4.5% INCREASE TO THE ORIGINAL CONTRACT AMOUNT

AMOUNT TO BE CERTIFIED:

\$4,544.50

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$4,544.50 is available in the following appropriation: C-04-60-711-320 in the temporary CY2017 appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2017 temporary appropriation; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:

Ange Ustation George DeStefano, CFO

May 16, 2017 11:59 AM

CITY OF HOBOKEN Budget Entry Verification Listing

Page No: 1

Batch Id: GDS	Batch Date: 05/16/17	Batch Type: Standard			
Account No. Account Descript	Type ion	Entry Description	Amount	Seq	
C-04-60-711-320 Z149C Phone Syst		CFO Hold meeting 5/17/17 Eastern DataCo	4,544.50	1	

				Transfer Out	Cancel	Encumbrances
C-04	0.00	0.00	0.00	0.00	0.00	4,544.50
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CITY OF HOBOKEN Budget Batch Update/Posting Report

Page No: 1

Updated Entries Updated Amount Reimbursements: 0 0.00 Expenditures: 0 0.00 Transfer In: 0 0.00 Transfer Out: 0 0.00 Cancel: 0 0.00 Encumbrances: 1 4,544.50 Batch: GDS Updated Entries: 1 Updated Amount: 4,544.50 Ref Num: 4868										
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Eastern DataComm, Inc.

Phone: 201-457-3311 Fax: 201-457-1811 44 Commerce Way Hackensack, NJ 07601



Date:

Quote 7617

No.: Date:

11/11/2016

Voice Data Video Integration

Prepared for:

Steven Marks (201)239-6643

City of Hoboken

94 Washington Street

Hoboken, NJ 07030 USA

Prepared by: Paul Zimmermann

Account No.: 6596 Phone: (201) 420-2000

Qty. Item ID	Description	UOM	Sell	Total
1 STEL10524	ShoreTel Appliance ST100A (Adds N+1 Redundancy)	EA	\$2,080.00	\$2,080.00
1 STEL10223	ShoreTe! Kit, rack mounting tray	EA	\$95.00	\$95.00
1 STEL94111	EDC ShoreTel Maintenance / Partner Support (1Yr)	EA	\$352.00	\$352.00
		You	r Price:	\$2,527.00
			Total:	\$2,527.00
Prices are firm until 12/11/2016	Terms: Upon Receipt			
Quoted by: Paul Zimmermann, pzimmermann@easterndatacomm.com		n	Date: 11/11/2	2016

Disclaimer

Accepted by:

Terms for this quote are shown above and the FOB point is Hackensack, NJ. Any misc parts or freight will be prepaid and added to your invoice. All service/labor is subject to applicable sales tax if performed in NY/NJ/CT. All prices quoted are valid for 30 business days.

Please fax signed quote to (201) 457-1811 or send to the email address shown above so that your order can be placed. Thank you for your business.

Eastern DataComm, Inc.

Phone: 201-457-3311 Fax: 201-457-1811 44 Commerce Way Hackensack, NJ 07601



Voice Data Video Integration

Quote

No.:

7860

Date:

02/06/2017

Prepared for:

Steven Marks (201)239-6643

City of Hoboken

94 Washington Street

Hoboken, NJ 07030 USA

Prepared by: Paul Zimmermann

Account No.: 6596

Phone: (201) 420-2000

Qty. Item ID	Description	UOM	Sell	Total
20.00 Cable Part	3 meter LC-SC Fiber Patch cables (50Micron) Multi-mode	EA	\$30.00	\$600.00
		Your	Price:	\$600.00
		9	Total:	\$600.00
Prices are firm until 3/8/2	7017 Terms: Upon Receipt			
Quoted by: Paul	Zimmermann, pzimmermann@easterndatacomm.com	ı	Date: 2/6/201	7
Accepted by:			Date:	

Disclaimer

Terms for this quote are shown above and the FOB point is Hackensack, NJ. Any misc parts or freight will be prepaid and added to your invoice. All service/labor is subject to applicable sales tax if performed in NY/NJ/CT. All prices quoted are valid for 30 business days.

Please fax signed quote to (201) 457-1811 or send to the email address shown above so that your order can be placed. Thank you for your business.

21-01370

Eastern DataComm, Inc.

Phone: 201-457-3311 Fax: 201-457-1811 44 Commerce Way Hackensack, NJ 07601



Quote

No.:

7967

Date:

03/03/2017

Prepared for:

Steven Marks (201)239-6643

City of Hoboken

94 Washington Street

Hoboken, NJ 07030 USA

Prepared by: Paul Zimmermann

Account No.: 6596

Phone: (201) 420-2000

Qty. Item ID		Description	UOM	Sell	Total
10 EDCPC6-25-	WH	Patch Cable Cat 6 25' White	EA	\$10.00	\$100.00
85 EDCPC6-15-WH		Patch Cable Cat 6 15' White	EA	\$8.50	\$722,50
85 EDCPC6-10-WH Patc		Patch Cable Cat 6 10' White	EA .	\$7.00	\$595.00
			Your	Price:	\$1,417.50
				Total:	\$1,417.50
Prices are firm unti	1 4/2/2017	Terms: Upon Receipt			
Quoted by:	Paul Zimme	rmann, pzimmermann@easterndatacomm.com	1	Date: 3/3/20:	17
Accepted by:	Showing the property and the control of the control		A DESTRUCTION OF THE PROPERTY	Date:	National Control of the Control of t

Disclaimer

Terms for this quote are shown above and the FOB point is Hackensack, NJ. Any misc parts or freight will be prepaid and added to your invoice. All service/labor is subject to applicable sales tax if performed in NY/NJ/CT. All prices quoted are valid for 30 business days.

Please fax signed quote to (201) 457-1811 or send to the email address shown above so that your order can be placed. Thank you for your business.

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAY 1 7 2017

SPONSORED BY:

CITY OF HOBOKEN

CITY CLERK

RESOLUTION NO.:____

RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF AN INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT WITH PUBLIC SERVICE ELECTRIC & GAS COMPANY INCLUDING PROVISIONS FOR AN ESCROW DEPOSIT TO DEFRAY THE CITY'S COSTS INCURRED IN THE NEGOTIATION OF A REDEVELOPMENT AGREEMENT

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and,

WHEREAS, the City desires that a portion of the land located within an area which has been determined to be an area in need of redevelopment in accordance with the Act, also known as Block 102, Lot 1 on the Tax Map of the City of Hoboken, more commonly referred to as 1101 Monroe Street / 1100 Madison Street (the "Madison Street Property" or the "Project Site"), be redeveloped in accordance with the Northwest Redevelopment Plan, as same has been amended from time to time (the "Redevelopment Plan"); and,

WHEREAS, pursuant to the terms of an Agreement for Transfer of Real Property by and between the City and PSE&G (the "Land Swap Agreement"), the execution of which was authorized by Resolution of the City Council of the City of Hoboken on April 19, 2017, PSE&G intends to acquire and redevelop the Project Site as further described herein; and,

WHEREAS, PSE&G owns certain real property adjacent to the Madison Street Property on which it operates an electrical substation (the "Madison Street Substation"); and,

WHEREAS, PSE&G also owns the real property known as Block 35, Lots 1, 2, 3, 4.01, 5.01, 5.02, 33, 34, 35 and 36 on the Tax Map of the City of Hoboken, more commonly referred to as 201-209 Marshall Street and 200-206 Harrison Street (the "Marshall Street Property") on which it operates another electrical substation (the "Marshall Street Substation"); and,

WHEREAS, PSE&G seeks to consolidate and combine the Marshall Street Substation into a single expanded Madison Street Substation and raise the elevation of the Madison Street Substation to prevent electrical outages caused by flooding of the type experienced during Superstorm Sandy; and,

()1

WHEREAS, PSE&G has proposed designing and constructing the expanded Madison Street Substation along the lines of what is reflected in the Madison Street Substation Layout drawing (the "Proposal"), a copy of which is attached hereto, or as otherwise may be agreed by the City and PSE&G (the "Project"); and,

WHEREAS, the Project would not only be beneficial to the citizens of the City by providing increased resilience and reliability of electrical service but would also further the overall redevelopment of the Northwest Industrial Area; and,

WHEREAS, PSE&G now seeks to be designated the exclusive Conditional Redeveloper of the Project Site; and,

WHEREAS, the City requires that prospective redevelopers pay the reasonable costs incurred by the City in reviewing and evaluating the prospective redeveloper's proposal, negotiating and drafting a Redevelopment Agreement (should a Redevelopment Agreement ultimately be executed), and all other costs and expenses related to the matter, prior to either the execution of a Redevelopment Agreement or a determination by the City that a Redevelopment Agreement cannot be executed, as the case may be; and,

WHEREAS, accordingly, the City has prepared a form of Interim Cost and Conditional Designation Agreement, a copy of which is attached hereto as Exhibit A, whereby PSE&G would pay the reasonable costs incurred by the City in reviewing and further evaluating the Proposal, negotiating and drafting a Redevelopment Agreement (should a Redevelopment Agreement ultimately be executed), and all other costs and expenses related to this matter, prior to either the execution of a Redevelopment Agreement or a determination by the City that a Redevelopment Agreement cannot be executed, as the case may be.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, as follows:

- 1. The Mayor is hereby authorized to execute an Interim Cost and Conditional Designation Agreement between the City of Hoboken and PSE&G, in a form substantially as that attached hereto as **Exhibit A**.
- 2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.
- 3. This Resolution shall be effective immediately.

Meeting Date: May 17, 2017

Councilperson	Yea	Nay	Abstain	No Vote
Ravinder Bhalla		-		
Peter Cunningham	1			
Michael DeFusco				
James Doyle				
Tiffanie Fisher				
David Mello	/,			
Ruben Ramos, Jr.	/,			
Michael Russo	1/			
President Jennifer Giattino	/			

APPROVED:

STEPHEN D. MARKS

BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ. CORPORATION COUNSEL

EXHIBIT A FORM OF INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT

INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT BY AND BETWEEN THE CITY OF HOBOKEN AND PUBLIC SERVICE ELECTRIC & GAS COMPANY

WITNESSETH

WHEREAS (#1), the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS (#2), the City desires that a portion of the land located within an area which has been determined to be an area in need of redevelopment in accordance with the Act, also known as Block 102, Lot 1 on the Tax Map of the City of Hoboken, more commonly referred to as 1101 Monroe Street / 1100 Madison Street (the "Madison Street Property" or the "Project Site"), be redeveloped in accordance with the Northwest Redevelopment Plan, as same has been amended from time to time (the "Redevelopment Plan"); and

WHEREAS (#3), pursuant to the terms of an Agreement for Transfer of Real Property by and between the City and PSE&G (the "Land Swap Agreement"), the execution of which was authorized by Resolution of the City Council of the City of Hoboken on April 19, 2017, PSE&G intends to acquire and redevelop the Project Site as further described herein; and

WHEREAS (#4) PSE&G owns certain real property adjacent to the Madison Street Property on which it operates an electrical substation (the "Madison Street Substation"); and

WHEREAS (#5), PSE&G also owns the real property known as Block 35, Lots 1, 2, 3, 4.01, 5.01, 5.02, 33, 34, 35 and 36 on the Tax Map of the City of Hoboken, more commonly referred to as 201-209 Marshall Street and 200-206 Harrison Street (the "Marshall Street Property") on which it operates another electrical substation (the "Marshall Street Substation"); and

WHEREAS (#6), PSE&G seeks to consolidate and combine the Marshall Street Substation into a single expanded Madison Street Substation and raise the elevation of the Madison Street Substation to prevent electrical outages caused by flooding of the type experienced during Superstorm Sandy; and

WHEREAS (#7), PSE&G has proposed designing and constructing the expanded Madison Street Substation along the lines of what is reflected in the Madison Street Substation Layout drawings attached hereto as **Exhibit A**, or as otherwise may be agreed by the City and PSE&G (the "Project"); and

WHEREAS (#8), the Project would not only be beneficial to the citizens of the City by providing increased resilience and reliability of electrical service but would also further the overall redevelopment of the Northwest Industrial Area; and

WHEREAS (#9), PSE&G seeks to be designated the exclusive Conditional Redeveloper of the Project Site; and

WHEREAS (#10), the City shall, during the Interim Period, as that term is defined herein, negotiate exclusively with PSE&G with regard to the redevelopment of the Project Site; and

WHEREAS (#11), the City requires that Conditional Redevelopers pay the reasonable costs incurred by the City associated with the review of the Proposal, the negotiation and drafting of a Redevelopment Agreement, the evaluation of certain issues that relate to the overall Project,

and all other costs and expenses related to this matter prior to the execution of a Redevelopment Agreement, as set forth herein, should such an Agreement ultimately be executed, or the determination by the parties that such an Agreement cannot be executed, should that result occur.

NOW, THEREFORE, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

- 1. <u>Conditional Designation</u>. Upon the complete execution of this Agreement, PSE&G shall be designated as the conditional redeveloper of the Project Site. The parties acknowledge that the redevelopment of the entire Project Site shall be pursuant to the terms of the Redevelopment Agreement, including as same may be amended.
- 2. Interim Period. The Interim Period shall be the period commencing on May 1, 2017 and continuing thereafter until such time as a Redevelopment Agreement between the parties is executed, or it is determined that a Redevelopment Agreement cannot be successfully negotiated and executed for any reason. During the Interim Period, the City agrees to negotiate exclusively with PSE&G toward the execution of a Redevelopment Agreement for the Project Site, which shall include all terms and conditions, schedules, and financial arrangements between the City and PSE&G. During the Interim Period, either party may cease negotiations and terminate the Interim Cost and Conditional Designation Agreement if the other party is not diligently negotiating in good faith or it is determined that a Redevelopment Agreement cannot be successfully negotiated and executed for any reason. In the event that the Interim Cost and Conditional Designation Agreement is terminated, then neither party hereto shall be bound by any further obligations hereunder to the other, except as may exist under Paragraph 3 pertaining to the Payment of Interim Costs.

3. Payment of Interim Costs. PSE&G shall pay or reimburse the City, as applicable, all reasonable costs incurred by the City associated with any issues or tasks related to or arising out of the designation of PSE&G as the Conditional Redeveloper of the Project Site, the consideration and review of the Proposal, and the drafting and negotiation of the Redevelopment Agreement, and all other costs, fees and expenses incurred by the City in connection with the Redevelopment Agreement, which have been incurred by the City since or about May 1, 2017 and which costs, fees and expenses shall continue to be incurred prior to the execution of a Redevelopment Agreement or the termination of the Interim Period or any extension thereof, in accordance with the terms hereof, without the execution of a Redevelopment Agreement, as applicable.

A. <u>Definition of Interim Costs</u>: "Interim Costs" shall include, but not be limited to, all reasonable costs incurred by the City in connection with, related to or arising out of the designation of PSE&G as the Conditional Redeveloper of the Project Site, the consideration of the Proposal submitted by PSE&G, the review of any additional information provided by PSE&G, the drafting and negotiation of the Redevelopment Agreement, time expended by any staff of the City ("Staff Time") at the then prevailing hourly rate of the staff person assigned to the matter, and professional fees charged by any legal or engineering consultant, contractor or vendor retained by the City in connection with same. PSE&G shall reimburse all Interim Costs incurred by the City, even if any Redevelopment Agreement between the City and PSE&G is not executed for any reason.

B. <u>Deposit of Project Funds:</u> Within ten (10) days after the full execution of this Agreement, PSE&G shall pay Ten Thousand Dollars (\$10,000.00) ("Project Funds") to the City to be maintained in a separate account by the City and to be drawn down upon by the City to cover Interim Costs as defined herein. Upon request, which shall not be more often than

monthly, the City shall provide PSE&G with a copy of any invoice(s) setting forth the costs incurred by the City which have been drawn down from the Project Funds, including opening balance, expenses debited and closing balance. Within fifteen (15) days of the receipt by PSE&G of written notice from the City that the amount of Project Funds has decreased to Two Thousand Five Hundred Dollars (\$2,500.00), PSE&G shall promptly replenish the Project Funds to the amount of Ten Thousand Dollars (\$10,000.00). If the costs incurred by the City exceed the amount of the Project Funds, PSE&G agrees to pay such costs within fifteen (15) days written notice from the City stating that such costs are due. In the event that payment is not made, the City reserves the right to cease negotiation of the Redevelopment Agreement until such time as payment is made in full. In the event that a Redevelopment Agreement is ultimately executed by the parties, any remaining Project Funds shall be retained on deposit with the City to cover any additional Interim Costs incurred by the City and to cover any costs incurred by the City pursuant to the terms of the Redevelopment Agreement, which Redevelopment Agreement shall contain a provision providing for the payment of such costs.

- C. <u>Termination:</u> In the event that a Redevelopment Agreement is not ultimately executed and this Interim Cost and Conditional Designation Agreement is terminated for any reason, the City shall draw down upon the Project Funds in order to pay all invoices for Interim Costs incurred up to the termination. Within thirty (30) days from the date of termination, the City shall return all remaining Project Funds to PSE&G.
- 4. Scope of Redevelopment Agreement. The City has reviewed the Proposal and the parties have had preliminary discussions regarding same. The parties agree that the Proposal, and the terms of the Land Swap Agreement which shall be incorporated into any Redevelopment Agreement, shall provide the conceptual basis for the negotiation of a Redevelopment

Agreement. The parties further agree that they are not limited by the Proposal and may negotiate all terms, conditions and obligations to be included in the Redevelopment Agreement.

The negotiations shall address a number of issues to refine the description of the Project and any issues presented by the Project, including but not limited to the following:

- phasing of the redevelopment of the Project Site and improvements related thereto;
- design of the single expanded Madison Street Substation;
- environmental remediation to be completed;
- Rebuild By Design coordination;
- sustainability aspects of the Project;
- infrastructure;
- submittal to the City of environmental reporting and other such reports and studies; and
- an anticipated Amendment to a Redevelopment Agreement which would cover certain specific topics pertaining to the implementation and operation of the Project, including but not limited to: minimizing any negative impacts of construction and/or the operation of the combined substation on the surrounding community, traffic and particularly, traffic on Monroe Street, improvements to roadways including paving and striping, sidewalks and delivery hours.
- 5. Entire Agreement. Except as otherwise stated herein, this Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect to the redevelopment of the Project Site.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

[Signature Page to Follow.]

PUBLIC SERVICE ELECTRIC & GAS COMPANY

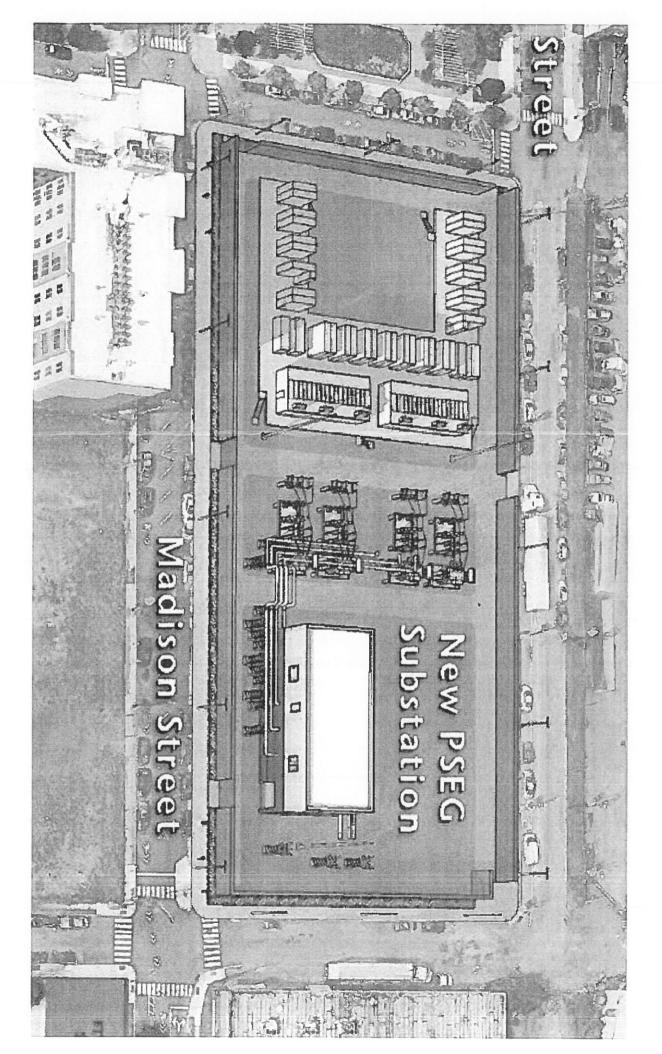
Attest:		
	Ву:	Name: Title:
		CITY OF HOBOKEN
Attest:		
	Ву:	Dawn Zimmer Mayor, City of Hoboken

[Signature Page to Interim Cost and Conditional Designation Agreement]

EXHIBIT A (to Interim Cost and Conditional Designation Agreement) MADISON STREET SUBSTATION LAYOUT

STATE OF NEW JERSEY)	
COUNTY OF NEW JERSEY)	
I CERTIFY that on	, 2017,
personally came before me, and this person acknowledge.	owledged under oath, to my satisfaction, that
this person, is the authorized signatory of Public S	ervice Electric & Gas Company, which is the
company named in this document; and signed an	d delivered this document as his/her act and
deed on behalf of the said Company.	
	, Secretary
Signed and sworn to before me	
on, 2017.	
Notary Public	

STATE OF N	NEW JERSEY)						
COUNTY O	F HUDSON) ss:)						
Ι	CERTIFY	that	on			_	,	2017,
·			, persor	ally came	before	me, and	this	person
acknowledge	d under oath, to	my satisf	faction, that:					
(a)	this person is	a		, emp	loyed by t	he City of	`Hobo	ken,
named in this	document;							
(b)	this person is	the attest	ing witness t	o the signin	g of this o	document	by the	proper
City of Hobo	ken official who	o is Dawn	Zimmer, Ma	yor;				
(c)	this documen	t was sign	ned and deliv	ered by the	City of H	oboken as	its vo	oluntary
act duly author	orized by a prop	er resolut	tion of the Ci	ty of Hoboke	en; and			
(d)	this person sig	gned this p	proof to attes	t to the truth	of these f	acts.		
				-				
Signed and sv	worn to before r	me						
on		_, 2017.						
Notary Public	c							



Mello

AT A MEETING HELD ON: MAY 1 7 2017 SECONDED BY: ________

CITY OF HOBOKEN

RESOLUTION NO.: ______

RESOLUTION AUTHORIZING THE HOBOKEN FIRE DEPARTMENT TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE UNITED STATES COAST GUARD SECTOR NEW YORK

WHEREAS, a common goal of the United States Coast Guard ("USCG") and the Hoboken Fire Department is to ensure the timely and thorough notification of all confirmed maritime distress incidents to all potential response agencies; and,

WHEREAS, due to the increase in popularity of wireless communications in the United States maritime environment, many mariners now use cellular telephones as a primary or secondary means of communication on the water; and,

WHERAS, although the Coast Guard discourages use of cellular telephones as a primary means of distress alerting, it is expected this problem will persist; and,

WHEREAS, in maritime incidents involving vessels, it is probable that distress alerting will be attempted via cellular or landline telephone and that the distress calls will be directed to the 911 emergency response systems; and,

WHEREAS, the purpose of the attached Memorandum of Agreement ("MOA") is to formalize the Parties' expectations relative to the communication of confirmed maritime distress incidents between the USCG's Sector New York's Command Center (SECNY) and the Hoboken Fire Department; and,

WHEREAS, in particular, the MOA seeks to formalize the mechanism to be used and process to be implemented when a confirmed maritime distress call is received by either SECNY or the Hoboken Fire Department; and,

WHEREAS, the Administration recommends that the terms memorialized in the attached Memorandum of Agreement be accepted by the City Council of the City of Hoboken.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that The Hoboken Fire Department is hereby authorized to enter into the attached Memorandum of Agreement with the United States Coast Guard; and:

- 1. The above recitals are incorporated as if fully set forth at length.
- 2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to realize the intent and purpose of this resolution.
- 3. This resolution shall be effective immediately.

Meeting date: May 17, 2017

Councilperson	Yea /	Nay	Abstain/Present	Absent
Ravinder Bhalla		Y		
Peter Cunningham				
Michael DeFusco	0/1			
James Doyle	1			
Tiffanie Fisher	1			
David Mello	W/			
Ruben Ramos, Jr.	48)			
Michael Russo	V//			
President Jennifer Giattino	Y			

APPROVED:

APPROVED AS TO FORM:

STEPHEN D. MARKS BUSINESS ADMINISTRATOR BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES COAST GUARD SECTOR NEW YORK

AND

HOBOKEN FIRE DEPARTMENT

FOR

SEARCH AND RESCUE COMMUNICATIONS, COORDINATION, AND RESPONSE

- 1. <u>PARTIES</u>: The parties to this Memorandum of Agreement (MOA) are the United States Coast Guard (USCG) and the Hoboken Fire Department.
- 2. <u>AUTHORITY</u>: This Agreement is authorized under the provisions of:
 - United States National Search and Rescue Supplement to the International Aeronautical and Maritime Search and Rescue Manual, May 2000.
 - b. 14 U.S.C. § 141(b) authorizes the USCG to avail itself of state officers as may be helpful in the performance of its duties.
 - c. 14 U.S.C. § 826(a) authorizes the USCG to utilize for any purpose to carry out its functions and duties any motorboat placed at its disposition by any state or political subdivision thereof.
 - d. U.S. Coast Guard Addendum to the United States National Search and Rescue Supplement to the International Aeronautical and Maritime Search and Rescue Manual, COMDTINST M16130.2F.
- 3. PURPOSE: A common goal of the USCG and the Hoboken Fire Department is to ensure the timely and thorough notification of all confirmed maritime distress incidents to all potential response agencies. Due to the increase in popularity of wireless communications in the United States maritime environment, many mariners now use cellular telephones as a primary or secondary means of communication on the water. Although the Coast Guard discourages use of cellular telephones as a primary means of distress alerting, it is expected this problem will persist. In maritime incidents involving vessels, it is probable that distress alerting will be attempted via cellular or landline telephone and that the distress calls will be directed to the 911 emergency response systems.

The general purpose of this Memorandum of Agreement (MOA) is to formalize the Parties' expectations relative to the communication of confirmed maritime distress incidents between the USCG's Sector New York's Command Center (SECNY) and the Hoboken Fire Department. Specifically, this MOA seeks to formalize the mechanism to be used and process to be implemented when a confirmed maritime distress call is received by either SECNY or the Hoboken Fire Department.

4. RESPONSIBILITIES:

a. The United States Coast Guard will:

MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES COAST GUARD SECTOR NEW YORK

AND

HOBOKEN FIRE DEPARTMENT

FOR

SEARCH AND RESCUE COMMUNICATIONS, COORDINATION, AND RESPONSE

- 1) Provide annual training to the Hoboken Fire Department on the Other Government Agency Search and Rescue (SAR) Checksheet (Encl.1) to ensure understanding of vital information that should be gathered during any maritime distress call into Hoboken Fire Department.
- 2) Provide annual training to the Hoboken Fire Department on basic SAR Systems and Organization; Drift Theory; Search Plan Variables; Search Patterns; SAR Communications; On-Scene Coordinator (OSC) Duties; Search and Rescue Unit (SRU) Duties; General SAR Policies; SAR Response Incidents; and Surface and Aviation Resources.
- 3) In the event that the Hoboken Fire Department utilizes the Other Government Agency Search and Rescue (SAR) Checksheet (Encl.1) and sends the information to SECNY, SECNY will acknowledgement receipt through email and/or telephone as described in paragraph 5 below.
- 4) In the event a distress call originates with SECNY, SECNY will notify Hoboken Fire Department as soon as reasonably possible.
- 5) In the event of a confirmed maritime distress case, SECNY may make requests for specific Hoboken Fire Department units and assets through the Hoboken Fire Department.
- 6) SECNY will communicate with the Hoboken Fire Department, as practical, throughout the case when requested including, but not limited to, passing pertinent details about the case, deconflicting and coordinating response actions, and as needed to stop active searching via VHF-FM Channel 22A.

b. The Hoboken Fire Department will:

- 1) Ensure as many Hoboken Fire Department dispatchers, as reasonably possible, attend SECNY's annual training and forward any pertinent information or training to those dispatchers who were unable to attend.
- 2) In the event that an initial maritime distress call originates at the Hoboken Fire Department, the Hoboken Fire Department will follow the Other Government Agency SAR Checksheet (Encl.1) and fill it out to the best of their ability. As soon as reasonably possible, Hoboken Fire Department will communicate the

MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES COAST GUARD SECTOR NEW YORK AND

HOBOKEN FIRE DEPARTMENT

FOR

SEARCH AND RESCUE COMMUNICATIONS, COORDINATION, AND RESPONSE

information to SECNY through email, fax and/or telephone as described in paragraph 5 below.

- 3) In the event SECNY informs the Hoboken Fire Department of a maritime distress case, Hoboken Fire Department will validate the case is within their area of responsibility (AOR) and inform SECNY if outside its AOR. If in their AOR, dispatch assets per SECNY's request as appropriate to the location of a confirmed maritime distress and inform response units to check in with local USCG response unit via VHF-FM Channel 22A.
- 4) Regardless of which agency received the initial call, use the mutual aid code "Coast Guard Assist" versus "Water Rescue" when communicating a possible maritime distress or associated calls via Hoboken Fire Department's electronic system.
- 5) Hoboken Fire Department will communicate with SECNY, as practical, throughout the case when requested including, but not limited to, passing pertinent details about the case to include: launch time, on-scene time, target located time, depart time, sortie end time; deconflicting and coordinating response actions; and as needed to stop active searching.

5. POINTS OF CONTACT:

U. S. Coast Guard Sector New York (scc) 212 Coast Guard Drive Staten Island, NY 10305 (718) 354-4122 scenewyork@useg.mil

Hoboken Fire Dispatch 201 Jefferson Street Hoboken, NJ 07030 201-420-2004 (Emergency) 201-420-2005 (Emergency) 201-420-2007 (Dispatch) 201-420-2059 (Fire Chief)

6. CIVIL LIABILITY AND AGENCY. No agency relationship is created by this MOA. Hoboken Fire Department officers and employees shall not be deemed Federal officers, agents, or employees of the Federal government, as defined and provided for in Title 5, United States Code, for any purposes. No employee of the Hoboken Fire Department shall be deemed to be a Federal employee for the purposes of any law or regulation administered by the Federal Office of Personnel Management, nor shall any such officer or employee be entitled to any additional pay, allowance, or inducement from the Federal government.

MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES COAST GUARD SECTOR NEW YORK

AND

HOBOKEN FIRE DEPARTMENT

FOR

SEARCH AND RESCUE COMMUNICATIONS, COORDINATION, AND RESPONSE

Nothing in this MOA creates any employment status or requires the United States to provide any employment or disability benefits to any Hoboken Fire Department employee.

The Hoboken Fire Department understands that a USCG request for assistance does not confer any privileges or immunities to the Hoboken Fire Department or its officers under Federal law. Hoboken Fire Department officers and employees are viewed as assisting the USCG pursuant to their own organic authority under state law or local ordinance. As such, state law or local ordinances shall govern any causes of action, immunities, or remedies based upon the actions of the Hoboken Fire Department officers, unless, at the election of the United States, such action is removed to Federal court upon proper motion. However, at its option and with the consent of the individual, the United States may elect to provide representation for the Hoboken Fire Department officers and employees when necessary or when, in the judgment of the USCG, such representation is in the best interests of the Federal government. USDOJ is the final authority for making such determinations on behalf of the United States. The Office of the Attorney General of the State of New Jersey is the final authority for making such determinations on behalf of the State of New Jersey. During the pendency of any federal representation determination, Hoboken Fire Department officers and employees may be afforded representation by the New Jersey Office of the Attorney General or other counsel, at their discretion. Such representation by the New Jersey Office of the Attorney General or other counsel shall not prejudice the Federal government's determination as to whether federal representation is appropriate and will be offered.

In keeping with 31 U.S.C. § 1341, the USCG does not agree to indemnify the Hoboken Fire Department, its officers, or its employees for any matter arising out of activities related to this MOA.

- 7. CONFLICT OF LAW: Nothing in this MOA is intended to conflict with current law or regulation or the directives of the USCG or Department of Homeland Security or the participating agencies. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.
- 8. **EFFECTIVE DATE**: The terms of this MOA will become effective upon execution of this memorandum and should be reviewed, revised if necessary, and renewed on an annual basis.
- 9. <u>MODIFICATION</u>: This MOA may be modified upon the mutual written consent of the parties.

MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES COAST GUARD SECTOR NEW YORK AND

HOBOKEN FIRE DEPARTMENT FOR

SEARCH AND RESCUE COMMUNICATIONS, COORDINATION, AND RESPONSE

10. <u>TERMINATION</u>: The terms of this MOA, as modified with the consent of both parties, will remain in effect for two years from date of signature. Either party, upon 30 days written notice to the other party, may terminate this agreement.

U.S. Coast Guard Sector New York Initial SAR Check Sheet

Operational Unit: 718-354-4021 Command Duty Officer: 718-354-4353

Fax: 718-354-4125

Email: sccnewyork@uscg.mil

R	eporting Source		
Name:			
Callback number:			
Secondary number:			
1. Position/Location			
2. Number of Total Persons on Board			
Adults:			
Children: To	otal:		
3. Nature of Distress (Situation)			
4. Description of Vessel			
Name:			
Length:	4		
Type (Fishing, paddle, power boat, sailing	g boat, etc.);		
Color:			
Registration #:			
5. Have all persons on board the vessel	put on Personal Flotation Devices (Life Jackets) /		
adequate number of PFD's (Life Jackets) available? Y / N			
Agency Reporting:			
Agency Contact#:			

NORTH JERSEY REGIONAL FIREBOAT TASK FORCE STANDARD OPERATING PROCEDURES FOR MARITIME EMERGENCY DISPATCHING



TABLE OF CONTENTS (Will be developed after final review)



NORTH JERSEY REGIONAL FIREBOAT TASK FORCE STANDARD OPERATING PROCEDURES FOR MARITIME EMERGENCY DISPATCHING

BACKGROUND

INTRODUCTION

The North Jersey Regional Fireboat Task Force (NJRFTF) public safety agencies recognize the need for interagency communication, interoperability, and cooperation. The North Hudson Fire Department Regional Fire Department handles, fire response, and Emergency Medical Services (EMS) dispatching and has well-established interoperability capabilities and mutual aid agreements in place. While these plans and agreements to mally extend beyond jurisdictions, they tend to remain intra-discipline in practice. Today's public safety realities highlight the need for agencies to work together to establish communications interoperability and mutual aid plans—not only across traditional jurisdictional boundaries—but across disciplines as well. To remedy the lack of ability to communicate among disciplines, the member departments of the NJRFTF have worked cooperatively to develop an-intra-jurisdictional interoperability solution. This solution establishes dedicated radio channels with procedures that are accessible on communication equipment used by key public service officials and public safety officials, and public/private service executives, specifically, the NJRFTF, the US Coast Guard, New Jersey State Police, the NY Police Department, and Fire Department of New York.

PURPOSE

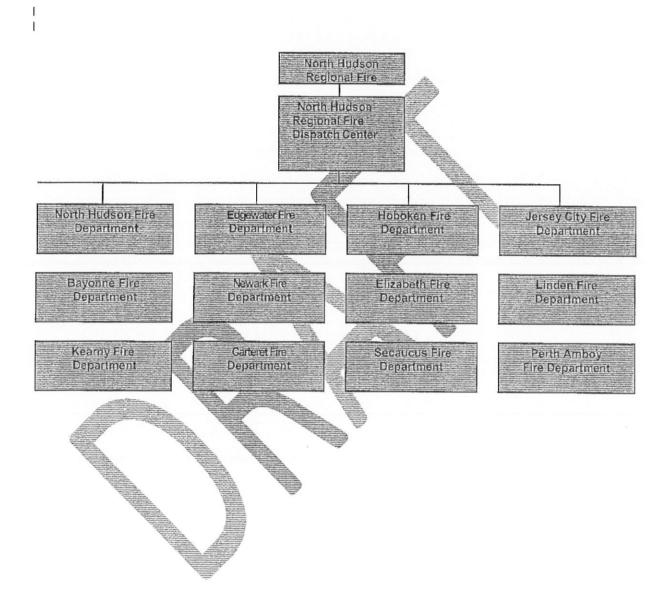
The principal objective of the intra-jurisdictional interoperability channel is to provide key decision makers from various agencies a real-time means of direct voice communications. Not only will this enhance the efficiency of a multi-agency response, it will save lives by quickly disseminating critical information to participating emergency responder agencies at the scene of a significant incident anywhere in the city. The purpose of this SOP is to delineate the authority, roles, and procedures for the agency supervisory personnel to use the intra-jurisdictional interoperability channel. These personnel are outlined in Figure X (see page X). This SOP also recognizes a number of interoperable communications alternatives to the intra-jurisdictional interoperability channel, which allow the NJRFTF public safety and public service personnel to communicate during critical incidents.

SCOPE

The scope of this SOP includes [insert name of city here] public safety agencies including [insert name of city here] police, fire, and EMS as well as [insert name of city here] public service agencies including [insert public service agency names here]. These agencies have worked cooperatively to develop the intra-jurisdictional interoperability channel and standard operating procedures, which will be used at the agency command level during critical incidents or at the discretion of the mayor. In the future, other agencies may enter into a Memorandum of

Understanding (MOU) with the city for use of the channel and will agree to operate according to the procedures outlined in this document.

COMMUNICATIONS STRUCTURE



RADIO FREQUENCIES

The NJRFTF operational communications are coordinated on North Hudson Fire Dispatch Marine Channel Five (5). Frequency data is as follows:

RX: 166.2500MHz, dpl: 612 TX: 154.4450MHz, dpl: 226

US Coast Guard Marine VHF frequencies to be utilized are:

CH 16: 156.800MHz CH 17: 156.850MHz CH 22A: 157.100MHz CH 21A: 157.050MHz CH 22A: 157.100MHz CH 23A: 157.150MHz CH 81 157.075MHz CH82 157.125MHz CH83 157.175MHz

VESSEL STATUS

Any change is vessel status (out of service limited response capabilities) must be communicated to North Hudson Fire Dispatch as soon as possible via telephone or VHF radio. North Hudson Fire Dispatch will transmit a list of vessels out of service daily at 0930hrs and 1900hrs daily.

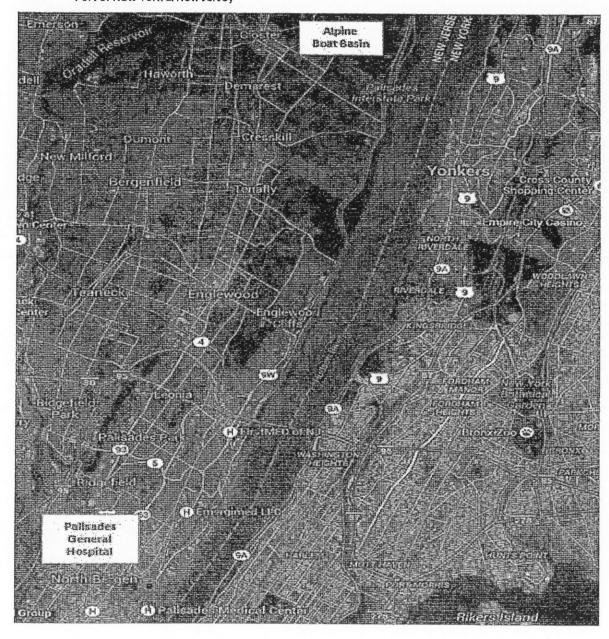
COMMUNICATIONS PROCEDURES

- 1. (North Hudson Fire Dispatch will complete foundation of dispatch protocols in the (Insert name of manufacture) software provider) Computer Aided Dispatch (CAD) System. Each municipality possessing a marine asset will be assigned a corresponding abbreviation, which will be utilized for identification and tracking purposes.
- 2. Alarm Box Numbers will be developed for locations within each fire boat's primary response area Levels (i.e. multiple alarms) of response will be assigned to boxes based upon the established geographic response zones.
- 3. An incident requiring a boat dispatch will be assigned an incident number; the town and address will determine the run assignment.
- 4. All responses require surface assets will result in a minimum three boat response within the corresponding zone(s). Further, depending on reporting source and level of detail provided, the dispatcher may have to refer to the following chartlets and/or aerial view maps to determine the marine zone in which the incident is located.
- 5. Any member department or incident commander may special call any marine asset based on its capabilities.

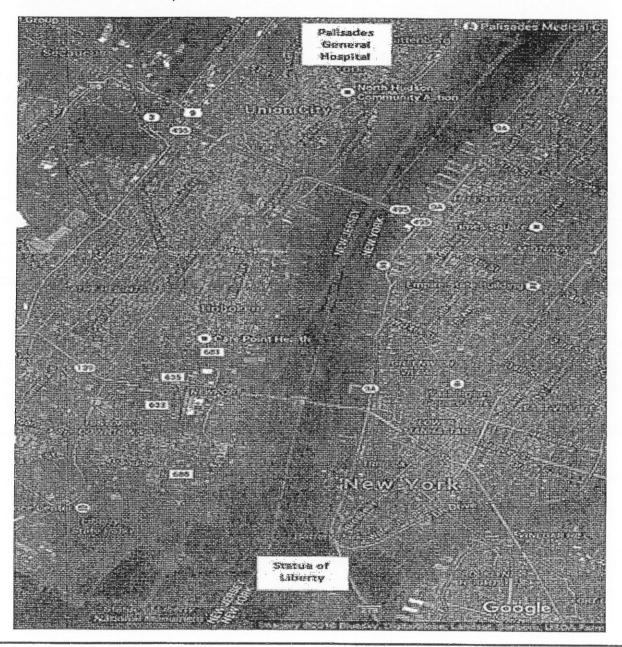
6. All communications and response operations will be conducted in accordance with the MOA in place between the US Coast Guard, the North Hudson Regional Fire Rescue Dispatch Center, and member Departments of the NJRFTF.

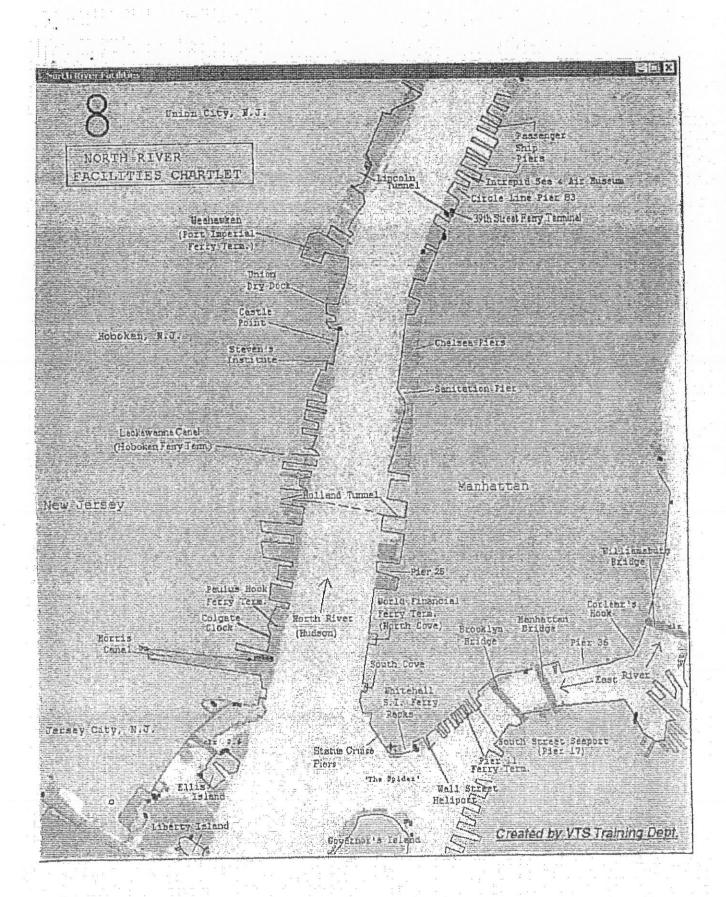


New Jersey Regional Fireboat Task Force
Zone 1: Palisades General Hospital -> Alpine Boat Basin
Port of New York & New Jersey

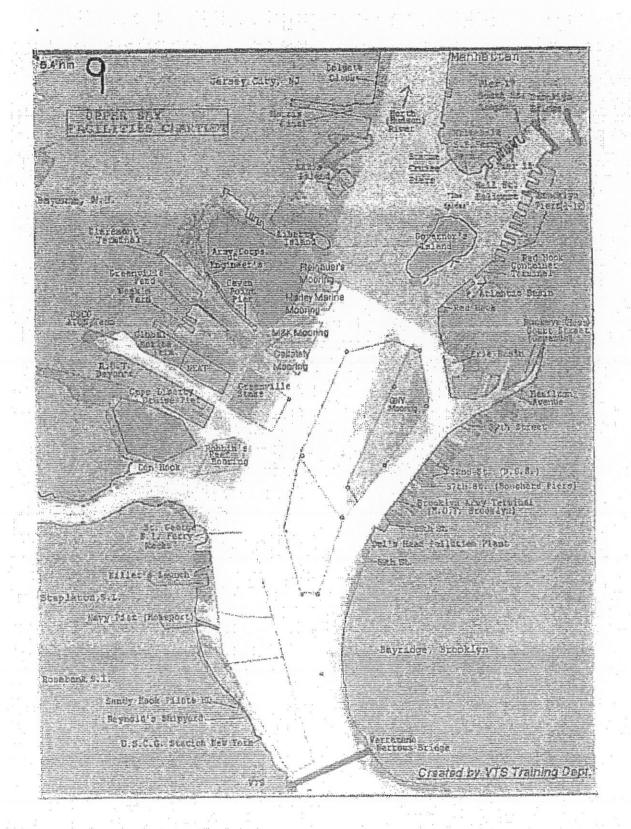


New Jersey Regional Fireboat Task Force
Zone 2: Palisades General Hospital -> Statue of Liberty
Port of New York & New Jersey



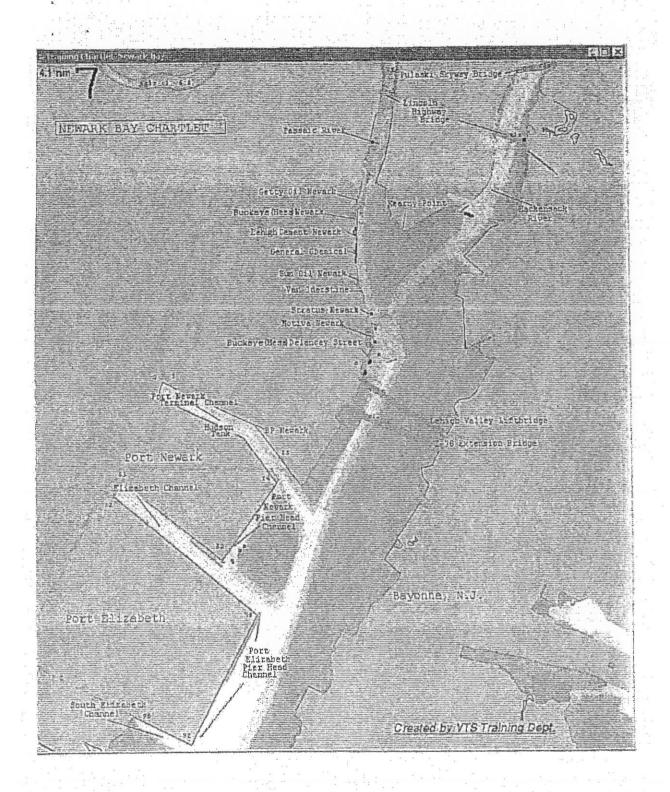


New Jersey Regional Fireboat Task Force Zone 3: Statue of Liberty -> Constable Hook (mouth of the Kill Van Kull) Port of New York & New Jersey Statue of Liberty Constable

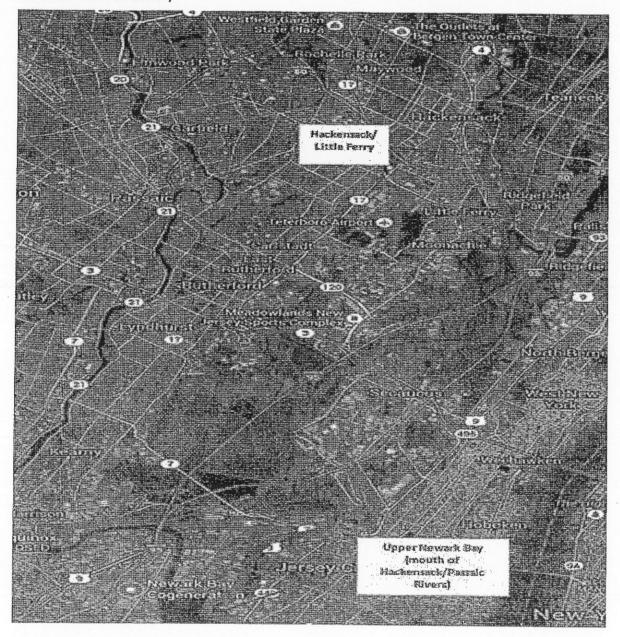


New Jersey Regional Fireboat Task Force Zone 4: Constable Hook (mouth of the Kill Van Kull) -> Bayonne Bridge -> Upper Newark Bay (mouth of Hackensack and Passaic Rivers)

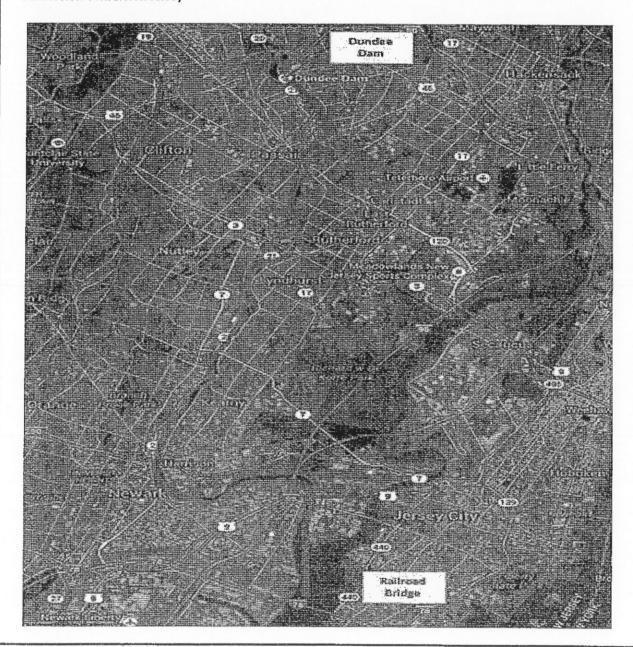
Port of New York & New Jersey Upper Newark Bay (mouth of Hacksneack/Passaic Rivers) 601 Bayonne Bridge Constable Hook



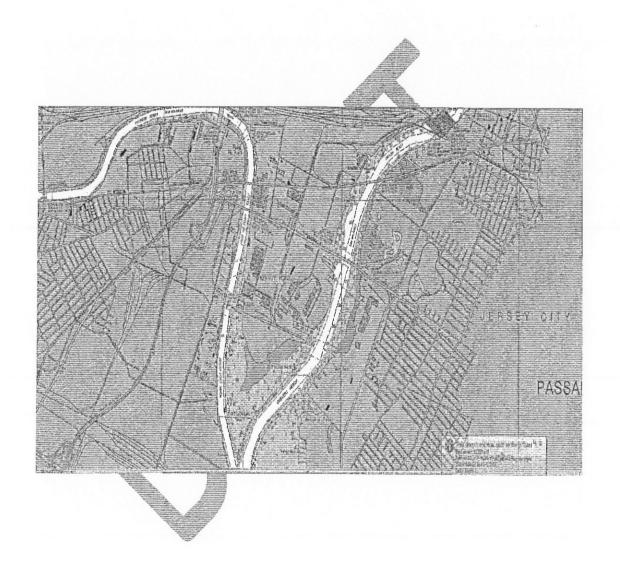
New Jersey Regional Fireboat Task Force
Zone 5: Upper Newark Bay (mouth of Hackensack and Passaic Rivers) -> Hackensack/Little Ferry
Port of New York & New Jersey



New Jersey Regional Fireboat Task Force Zone 6: Railroad Bridge -> Dundee Dam Port of New York & New Jersey



HACKENSACK AND PASSAIC RIVERS FROM KEARNY POINT TO JACKSON STREET BRIDGE NEWARK (PASSAIC) AND



PASSAIC RIVER POINT NO POINT TO NORTH NEWARK HACKENSACK RIVER FROM AMTRAK PORTAL TO SAWMILL CREEK(KEARNY)



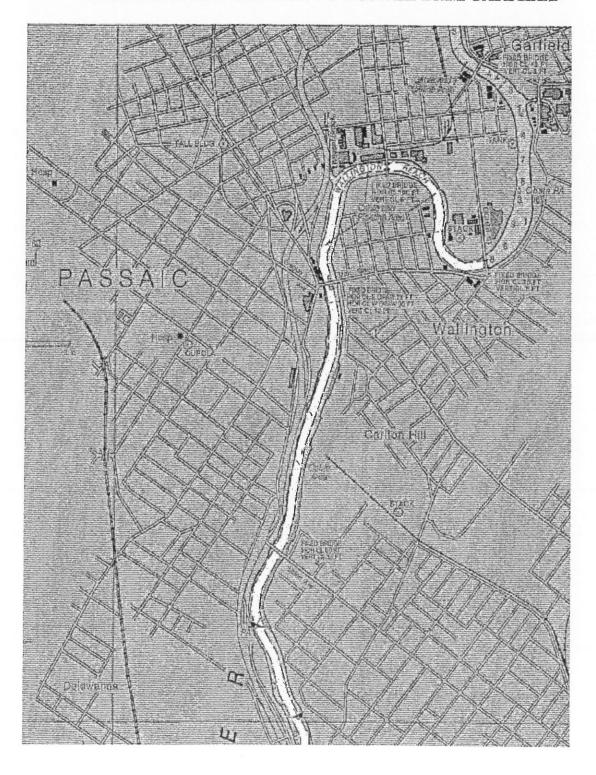
PASSAIC RIVER NORTH NEWARK TO NORTH ARLINGTON HACKENSACK RIVER SAW MILL CREEK TO BERRY CREEK



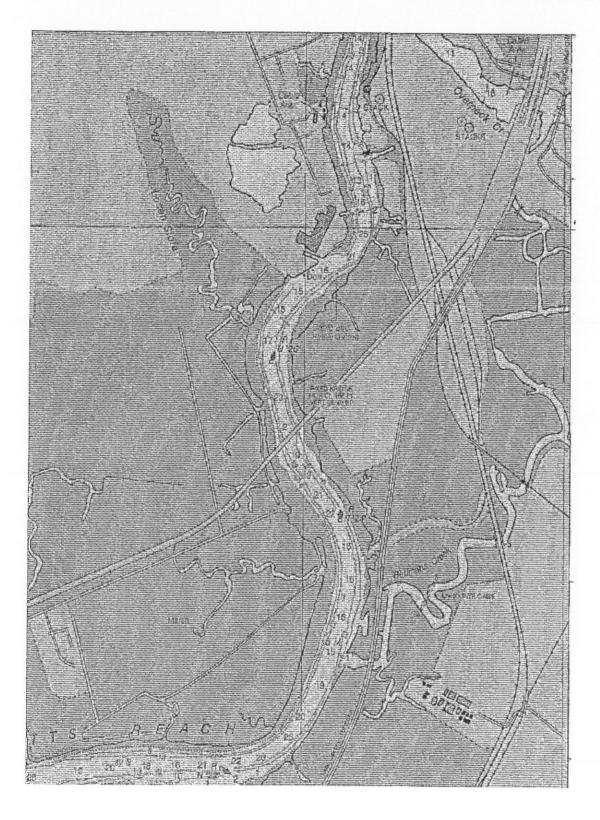
PASSAIC RIVER NORTH ARLINGTON TO CLIFTON HACKENSAC RIVER BERRY CREEK TO GARRETS REACH



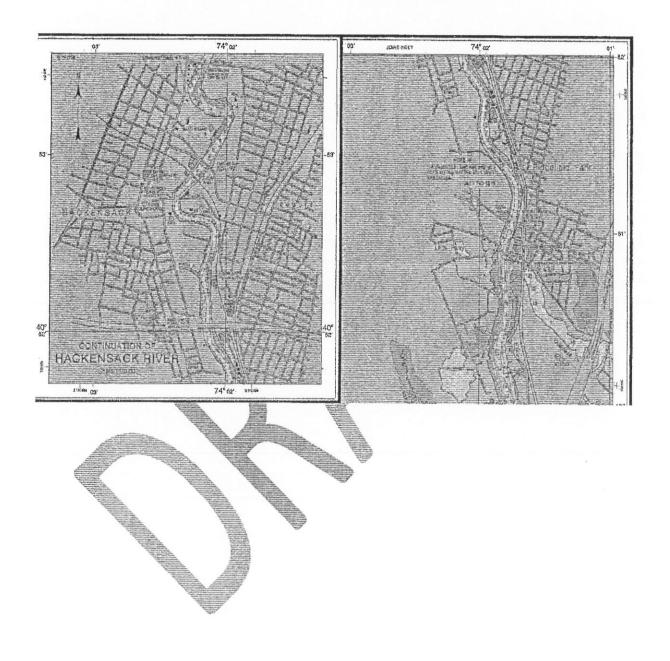
PASSAIC RIVER CLIFTON TO DUNDEE DAM/GARFIELD



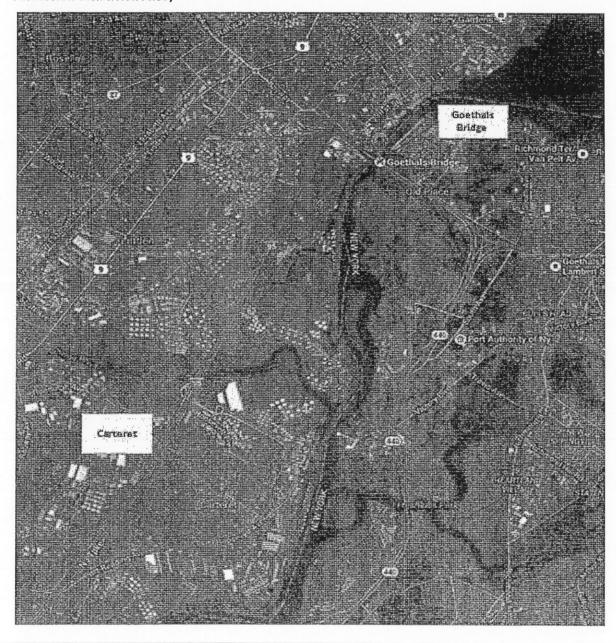
HACKENSACK RIVER GARRETTS REACH TO SOUTH LITTLE FERRY



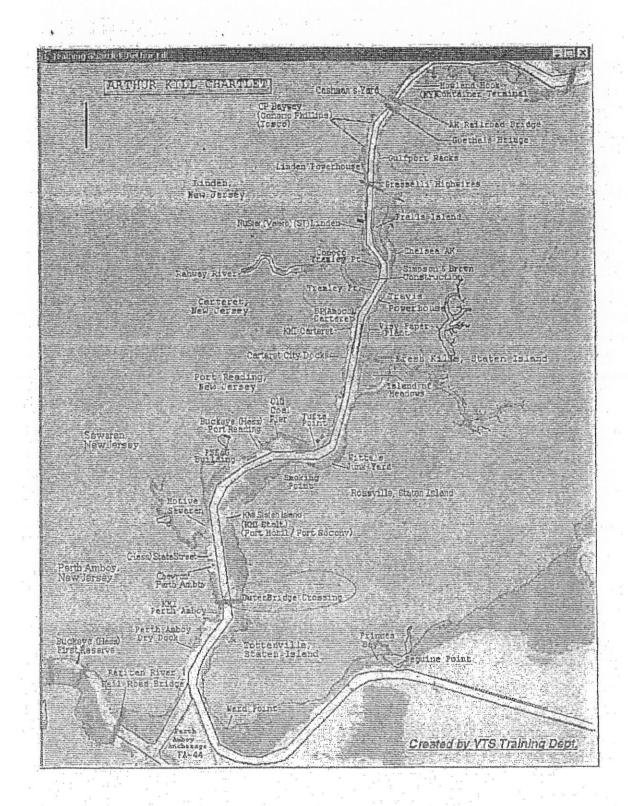
HACKENSACK RIVER SOUTH LITTLE FERRY TO RIDGEFIELD PARK AND HACKENSACK



New Jersey Regional Fireboat Task Force
Zone 7: Goethals Bridge (South) -> Carteret
Port of New York & New Jersey



New Jersey Regional Fireboat Task Force Zone 8: Carteret -> Perth Amboy Port of New York & New Jersey Carteret . Voodbridge ∖ Township Perth Amboy



All dispatchers must complete training by the USCG, including radio operations and area familiarization, and demonstrate proficiency in all aspects of marine firefighting communications.

SYSTEM TESTING/DAILY COMMUNICATIONS CHECKS

Daily roll call and radio checks will be conducted at 0800 and 1800 on the primary NJRFTF dispatch radio frequency.



A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

ing that could be supplied to be in the

MAY 1 7 2017

SPONSORED BY: Cunningham SECONDED BY: Mello

CITY OF HOBOKEN **RESOLUTION NO.:**

RESOLUTION AWARDING A CONTRACT TO USA ENVIRONMENTAL MANAGEMENT, INC. FOR ENVIRONMENTAL REMEDIATION SERVICES AT THE HOBOKEN MULTI-SERVICE CENTER

WHEREAS, USA Environmental has been prequalified to provide LSRP services to the City in accordance with Resolution A1 dated January 4, 2017; and,

WHEREAS, USA Environmental was retained by way of resolution dated May 6, 2015 to resolve outstanding issues at the Multi-Service Center related to historic discharge from a former underground storage tank at the site, and bring the site into compliance with NJDEP Standards; and,

WHEREAS, the results of soil and chemical testing indicate that the discharge may have been remediated through natural processes; and,

WHEREAS, additional work is necessary to document that the soil and groundwater complies with NJDEP Standards and to issue an Area of Concern Unrestricted Use Response Action Outcome for the tank and related discharge; and,

WHEREAS, the Administration recommends awarding a contract to USA Environmental Management, Inc. for the additional work required in accordance with their attached proposal in the amount of \$7,820.50 for a period of one (1) year to expire May 17, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that a contract is awarded to USA Environmental Management, Inc. to perform additional environmental services at the Multi-Service Center as delineated in the attached proposal in the not to exceed amount of \$7,820.50 for a period of one (1) year to expire May 17, 2018; and,

- 1. The above recitals are incorporated herein as though fully set forth at length.
- 2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
- The Mayor or her designee is hereby authorized to execute an agreement with: 3.

Meeting Date: May 17, 2017

Councilperson	Yea /	Nay	Abstain/Present	Absent
Ravinder Bhalla	//			
Peter Cunningham	/	1		
Michael DeFusco	//			
James Doyle	1)			
Tiffanie Fisher	1	,		
David Mello				
Ruben Ramos, Jr.	1			
Michael Russo	1/			
President Jennifer Giattino	/			

APPROVED:	
STEPHEN MARKS	
BUSINESS ADMINISTRATOR	

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ. CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO USA ENVIRONMENTAL MANAGEMENT, INC. FOR ENVIRONMENTAL REMEDIATION SERVICES AT THE HOBOKEN MULTI-SERVICE CENTER

AMOUNT TO BE CERTIFIED:

\$7,820.50

ACCOUNT NUMBER TO CERTIFY FROM:

Signed: , George DeStefano, CFO

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of	Hoboken, hereby certify that
\$\$7,820.50 is available in the following appropriation:	; and I further certify that
this commitment together with all previously made commitments	and payments does not exceed
the funds available in said appropriation for the CY2017; and	I further certify that the funds
available in the said appropriation are intended for the purpose her	rein committed.

Meeting Date: May 17, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael DeFusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

	-	n.	-	-	-	-	-	
A	P	v	v	4 h	1	H	1	
13			11	v		L	33	

APPROVED AS TO FORM:

STEPHEN MARKS BUSINESS ADMINISTRATOR BRIAN ALOIA, ESQ. CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO USA ENVIRONMENTAL MANAGEMENT, INC. FOR ENVIRONMENTAL REMEDIATION SERVICES AT THE HOBOKEN MULTI-SERVICE CENTER

AMOUNT TO BE CERTIFIED:

\$7,820.50

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-715-216

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$7,820.50 is available in the following appropriation: C-04-60-715-216; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2017; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed

Motty George DeStefano, CFO

May 17, 2017 08:47 AM

CITY OF HOBOKEN Budget Entry Verification Listing

Page No: 1

Batch Id: GDS	Batch Date: 05/17/17	Batch Type: Standard			
Account No. Account Descrip	Type otion	Entry Description	Amount	Seq	
C-04-60-715-216 Z-361 Renovatio	Encumbrance ons/Improve Fire Dept Blo	CFO Hold for meeting 05/17 USA Environ	7,820.50	1	

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	7,820.50
Total Of All Fun	ds:	0.00	0.00	0.00	0.00	0.00	7,820.50
Expenditures:	Entries 0	Amount 0.00					
Reimbursements:	0	0.00					
Transfer In:	0	0.00					
Transfer Out:	0	0.00					
Cancel:	0	0.00					
Encumbrance:	1	7,820.50					
Total:	1	7,820.50					

Reimbursements:	Updated Entries 0	Updated Amount 0.00				
Expenditures:	0.	0.00				
Transfer In:	0	0.00				
Transfer Out:	0	0.00				
Cancel:	0	0.00				
Encumbrances:	1	7,820.50				
Batch: GDS	Updated Entries:	1 Updated Amount:	7,820.50	Ref Num:	4872	

INTRODUCED BY

CITY OF HOBOKEN. RESOLUTION NO.

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO USA ENVIRO FOR LSRP TO THE CITY OF HOBOKEN FOR HOBOKEN/WELHAWKIEN COVE PARK WALKWAY (PI NUMBERS 456589, 293820 AND 293821), HOBOKEN FIRE HOUSE 1 (PI NUMBER 033148), AND MULTI-SERVICE CENTER (PI NUMBER 033149) IN AN AMOUNT NOT TO EXCEED SEVENTY THREE THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$73,376.00) FOR A TERM TO COMMENCE MAY 7, 2015 AND EXPIRE MAY 6,

WHEREAS, the City of Hoboken published an RFF for an LSRP for Hoboken Weelinwken Cove Park Walkway (PI Numbers 456589, 293820 and 293821), Hoboken Fire House I (PI Number 033148), and Multi-Service Center (PI Number 033149); and

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration thereafter determined that USA Enviro can provide the City with the most affective and efficient City LSRP services for the above referenced projects; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to award a contract to USA Enviro for LSRP for each projects, for a total contract amount of seventy three thousand three hundred seventy follars (\$73,370.00), with a farm to commence on May 7, 2015 and expire May 6, 2016; and,

WHERBAS, certification of funds is available as follows:

I, George Destefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$73,370.00 is available in the following appropriations: \$19,370.00 from 1-26-56-850-851 of the capital budget and \$54,000.00 from 5-01-31-461-020 of the GY2015 temporary appropriations; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015 budget; and I further certify that the funds available in the said appropriation are intended for the purpose berein committed.

Signedi / Long Longowy, George DeStethio, CFO

NOW, THEREFORE, BE-II RESOLVED, by the City Council of the City of Hobeken that a contract with the below listed vendor is awarded for an amount not to exceed Seventy Three Thousand Three Hundred Seventy Dollara (\$73,370.00), with a term to commence on May 7, 2015 and terminate on May 6, 2016, for services as the City's LSRP for the above listed projects, as follows:

The above recitals are incorporated herein as though fully set forth at length.

2. The terms of the RFP and USA Enviro's responsive proposal shall govern the

- contract, and no changes may be made without the prior written consent of both parties.
- 3. The Administration shall be entitled, under this award, to utilize the firm for those LSRP projects listed herein, as further described in the RFP, and thy further project assignments shall require a separate contract and separate appropriations.
- 4. Any change program which shall become necessary shall be subject to the City's ability to appropriate sufficient fluids, which appropriation shall be at the sole discretion of the City Council.
- 5. The Council hereby authorizes the Mayor, or her designee to except any and all documents and lake any and all actions necessary to complete and realize the intent and purpose of this resolution.
- 6 The Mayor, of her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

USA Environmental Management, Inc. 344 West State Street Trenton, NJ 08618

Reviewed:

Quentin Wiest

Business Administrator

Approved as to Form

Mediasa Longo, Esqu

Corporation Course

Meeting Date: May 6, 2015

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Councilperson	Yea	Nay E	Abstain	No Mote Abselvi
Ravi Bhalla, Council President				
Theresa Castallano				
Peter Cunningham		2005 F.S. (F.)		
James Doyle	10.45 V. 45		1000 pt 1000 p	Jan Jan
Elizabeth Mason		indeki y		537/27/2017
David Mello			n. 21. 1	And the second
Tim Occhipinti			A reference of the first	And the state of t
Michael Russo			ally by Ilias	Adams and the second of the se
Jen Glattino.				rinny are integration and analysis are integrated according
	Maria Maria print hadeli,		Anglian and Ang	minuminum let man de lite.

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: \$400 0 6 2015

CITYCHERK



USA Environmental Management, Inc. Environmental ♦ Engineering ♦ Construction

April 27, 2017

Stephen Marks, City Administrator City of Hoboken 94 Washington Street Hoboken, New Jersey 07030

Re:

Request for Change of Scope-Revised

Multi-Service Facility 124 Grand Street Hoboken, Hudson County, NJ PI # 033149

Dear Mr. Marks:

USA Environmental Management, Inc. (USAEMI) is pleased to provide you with the following Request for a Change of Scope of Work for the above referenced project. The site has a historic discharge from a former underground storage tank at the site. USAEMI has been retained by the City to resolve the outstanding issues and bring the site into compliance with NJDEP Standards. USAEMI has recently completed investigation efforts at the site including soil and groundwater sampling and testing. The results of the soil and chemical testing indicate that the discharge may have been remediated through natural processes. The soil and groundwater may now comply with NJDEP Standards. USAEMI proposes to perform the appropriate work to document the soil and groundwater complies with NJDEP Standards and issue an Area of Concern Unrestricted Use Response Action Outcome for the tank and related discharge.

Work Plan and Cost Estimate

Based on the results of the investigation, USAEMI has developed a Scope for Work for additional tasks required to further investigate and remediate the site. USAEMI proposes to resample the four (4) existing monitoring wells on two (2) occasions for the contaminants of concern-volatile organic compounds (VOC+10) and semi-volatile organic compounds (SVOC+10). If the results are below NJDEP Standards we shall issue a Remedial Investigation Report/Remedial Action Report and prepare an Unrestricted Use-Area of Concern Only Response Action Outcome (RAO) bringing the case to closure.

Therefore, USAEMI proposes the following scope of work:

- 1. Groundwater Investigation: Perform 2 rounds of groundwater sampling and testing. The existing four (4) wells will be analyzed for volatile organic compounds (VOC+10) and semi-volatile organic compounds (SVOC+10) including SIMS analysis.
- 2. Prepare a Remedial Investigation Report/Remedial Action Report with appropriate forms for submittal to the NJDEP. This document will include an updated Receptor Evaluation.
- 3. Prepare an Area of Concern Only Response Action Outcome (RAO) for the underground storage tank and related discharge.

Costs for Additional Tasks

The cost estimate (subcontractor and consultant fees) for conducting tasks 1 through 3 as part of the program phase investigation is approximately \$15,830.00. (Table 1). USAEMI is currently working on this project under an existing Purchase Order. Per our records, \$8,009.50 is currently unencumbered and may be utilized for the completion of the above listed scope of work. Therefore, USAEMI is requesting an increase in our contract in the amount of \$7,820.50.

If you have any questions or need additional information, please call.

Respectfully submitted,

USA Environmental Management, Inc.

Jørge Gomez, PG Program Manager

ATTACHMENT 1

Cost Estimate

TABLE 1 Change of Scope-UST RAR Multi-Service Center HOBOKEN, HUDSON COUNTY, NJ

Task 1: Groundwater Investigation (Two Rounds of Sampling)					
USAEMI Personnel	Quantity	Rate	Cost		
Project Manager	2 hours	\$110	7		
LSRP	6 hours	\$155	7		
Geologist	12 hours	\$95	\$1,140		
Expenses: Vehicle, Miles, and Equipment	2 days	\$200	\$400		
			Subtotal:	\$2,690	
Subcontractors	Quantity	Rate	Cost		
Well Sampling	2 event	\$750	\$1,500		
Laboratory					
VOC+10, SVOC+10 including SIMS	8 samples	\$450	\$3,600		
			Subtotal:	\$5,100	
			То	tal Task:	\$7,79
Task 2: Remedial Action Report					
USAEMI Personnel	Quantity	Rate	Cost		
Project Manager	6 hours	\$110	\$660		
Geologist	4 hours	\$95	\$380		
LSRP	30 hours	\$155	\$4,650		
CADD Operator	8 hours	\$65	\$520		
			Subtotal:	\$6,210	
Task 3: Response Action Outcome			То	tal Task:	\$6,210
rask 5. Nesponse Action Gatcome					
USAEMI Personnel	Quantity	Rate	Cost		
Project Manager	4 hours	\$110	\$440		
Geologist	2 hours	\$95	\$190		
CADD Operator	0 hours	\$65	\$0		
LSRP	8 hours	\$150	\$1,200		
			Subtotal:	\$1,830	
			To	tal Task:	\$1,830
			GRAND T	TOTAL:	\$15,830
JSAEMI Professional Services				\$10,730	
JSAEMI Subcontracted Services				\$5,100	

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

and the continuous state of the state of the

MAY 1 7 2017

SPONSORED BY: Cunningham

SECONDED BY: Mello

Lauria

CITY OF HOBOKEN RESOLUTION NO.:

RESOLUTION AWARDING A CHANGE ORDER TO THE CITY'S CONTRACT WITH CRISDEL GROUP, INC. FOR THE 9/11 MEMORIAL PROJECT IN THE INCREASED AMOUNT OF \$25,112.10 FOR A 5.16% INCREASE IN THE TOTAL CONTRACT AMOUNT

WHEREAS, by way of Resolution No. E3 dated March 15, 2017, the City Council of the City of Hoboken awarded a contract to Crisdel Group, Inc. for landscaping and electrical contracting services for the 9/11 project in the amount of \$487,000.00; and,

WHEREAS, Crisdel then submitted the attached change order request, which requests an increase in the contract amount by \$25,112.10 to take into account the differing site conditions that have been encountered at the site; and,

WHEREAS, the requested change order will increase the total contract amount by 5.16%.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the attached change order request is hereby approved, increasing the contract amount by \$25,112.10, for a new total contract amount of \$512,112.10; and,

- 1. The above recitals are incorporated herein as though fully set forth at length.
- 2. The terms of the referenced Crisdel Group, Inc. change order request shall govern the change order, and no changes may be made without the prior written consent of both parties.
- 3. Any further change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
- 4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

Meeting date: May 17, 2017

Councilperson	Yea		/Nay	Abstain/Present	Absent
Ravinder Bhalla		1/			
Peter Cunningham		1			
Michael DeFusco		1/			
James Doyle		1/			
Tiffanie Fisher		/			

	1./	
David Mello		
Ruben Ramos, Jr.	-//	
Michael Russo		
President Jennifer Giattino		

APPROVED:

STEPHEN D. MARKS **BUSINESS ADMINISTRATOR** APPROVED AS TO FORM:

BRIAN ALQIA, ESQ. CORPORATION COUNSEL

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael DeFusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

APPROVED:	APPROVED AS TO FORM:
STEPHEN D. MARKS	BRIAN ALOIA, ESQ.
BUSINESS ADMINISTRATOR	CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CHANGE ORDER TO THE CITY'S CONTRACT WITH CRISDEL GROUP, INC. FOR THE 9/11 MEMORIAL PROJECT IN THE INCREASED AMOUNT OF \$25,112.10 FOR A 5.16% INCREASE IN THE TOTAL CONTRACT AMOUNT

AMOUNT TO BE CERTIFIED:

\$25,112.10

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-709-400 210

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$25,112.10 is available in the following appropriation: C-04-60-709-400; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2017; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: Sunfresh Latelle J., George DeStefano, CFO

May 17, 2017 10:48 AM

CITY OF HOBOKEN Budget Entry Verification Listing

Page No: 1

Batch Id: GDS	Batch Date: 05/17/17	Batch Type: Standard			
Account No. Account Descrip	Type otion	Entry Description	Amount	Seq	
C-04-60-709-210 Contractor \$8,0		CFO Hold meeting 05/17 Crisdel Group	25,112.10	1	

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	25,112.10
Total Of All Fun	ds:	0.00	0,00	0.00	0.00	0.00	25,112.10
Expenditures:	Entries O	Amount 0.00					
Reimbursements:	0	0.00					
Transfer In:	0	0.00					
Transfer Out:	0	0.00					
Cancel:	0	0.00					
Encumbrance:	1	25,112.10					
Total:	1	25,112.10					
There are NO errors	in this list	ing.					

Reimbursements:	Updated Entries 0	Updated Amount 0.00					
Expenditures:	0	0.00					
Transfer In:	0	0.00					
Transfer Out:	0	0.00					
Cancel:	0	0.00					
Encumbrances:	1	25,112.10					
atch: GDS	Updated Entries:	1 Updated Amount:	25,112.10	Ref Num:	4873		



Turner Construction 200 Franklin Square Drive, 4th Floor

Attention:

Michael Stadelmeier

Somerset, NJ 08873

In accordance with the differing site conditions that have been encountered at the referenced site while performing excavation for the foundations for the proposed 9/11 Memorial. Crisdel is pleased to provide the following proposal. Please refer to the pictures provided indicating the site conditions as well as the attached sketch detailing the revised slab/footing construction required as a result of the substandard condition of the existing subslab.

	and the state of t	813.00	cf	@	\$ 11.70	/ cf	=	\$ 9,512.10
	Repair/Relocate Sump/Drain line	1.00	Is	@	\$ 900.00	/ Is	=	\$ 900.00
3	12" Reinforced Concrete Slab	14.00	су	@	\$ 1,050.00	/cy	=	\$ 14,700.00

Total Cost: 25,112.10

2229-00A R1

9/11 Memorial City of Hoboken Revised Footing/Slab

04/27/17

Details

Quotation No:

Date:

Project:

Exclusions and Clarifications:

- #1 Sheeting, Shoring, Dewatering and Bracing is excluded
- #2 Proposal is based on normal work hours and one continuous mobilization
- #3 Slab Reinforcement to (1) Layer of #4-#4(4 X 4) Mesh in bewteen piers. Under piers reinforcing per attached details Reinforcing under piers to extend 1' beyond outline of piers.
- #4 Pier Details per contract plans to still govern and piers will be anchored to proposed slab

Very truly yours, CRISDEL GROUP, INC.

Raul Gonzalez Senior Project Manager

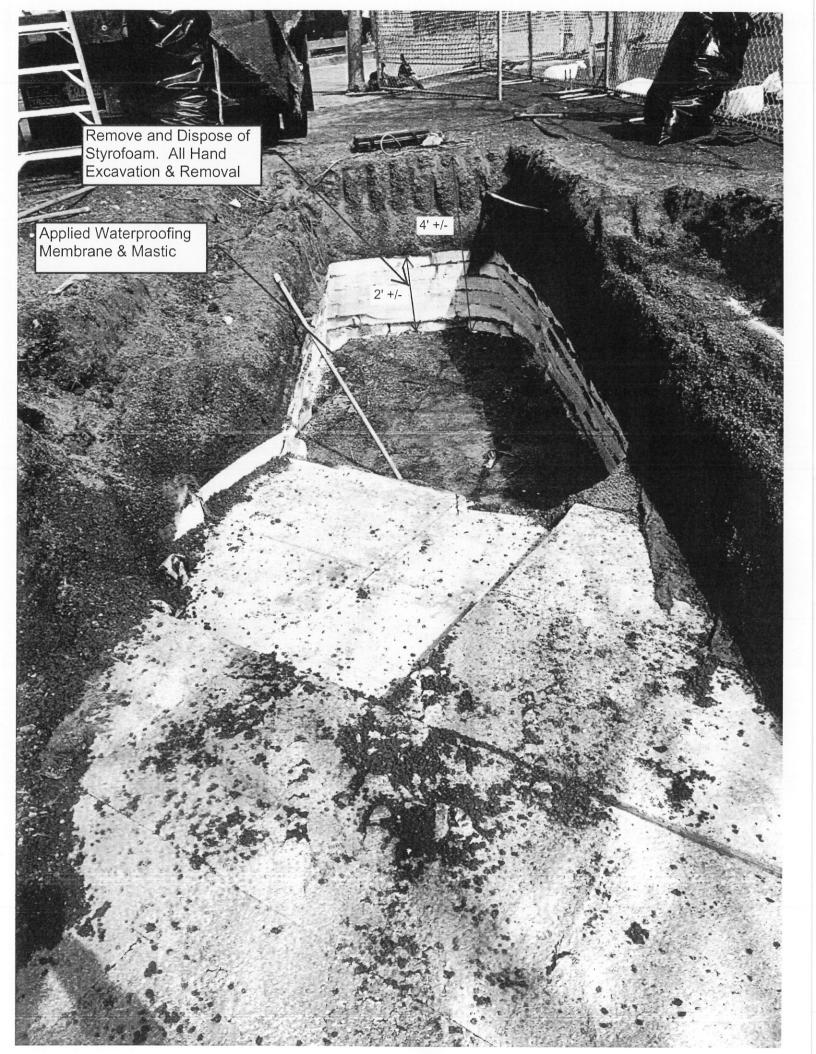
RG/rg

emailed this date

CRISDEL GROUP, INC. | CRISDEL.COM

240 RYAN STREET, SOUTH PLAINFIELD, NJ 07080 | PHONE: 908-561-7550 | FAX: 908-561-6187 AN EQUAL OPPORTUNITY EMPLOYER

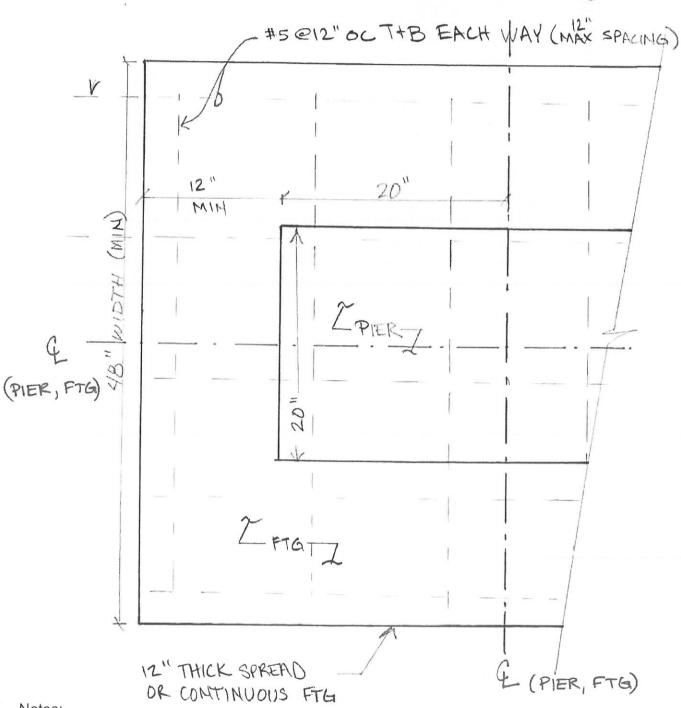






NOTE: HALF OF DOUBLE PIER SHOWN.

REINFORCING MAY CONTINUE AS CONT SLAB



Notes:

- 1. Epoxy rebar into new footings per 4/S101.
- 2. Allowable bearing pressure of 1500 psf assumed.
- 3. Maintain 2" clear (min) at all existing pipes, prevent any contact b/w concrete and existing pipes. Do not pour over any existing pipes.
- 4. Footing must bear on at least 6" of solid, sound concrete around perimeter of 2ftx2ft void.
- 5. Pouring wider/continuous footings than shown here is OK.
- 6. Sliding is OK by observation b/c concrete will be poured up to adjacent Geofoam surfaces.

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

SPONSORED BY:

SECONDED BY:

Mahn

James

Sauria RESOLUTION NO.:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY CONFIRMING THE DETAILS OF THE SALE OF THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2017B, AND GENERAL OBLIGATION BONDS, SERIES 2017C, TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND THE STATE OF NEW JERSEY, ACTING BY AND THROUGH THE NEW **JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION PURSUANT** TO THE 2017 NEW **JERSEY ENVIRONMENTAL** INFRASTRUCTURE TRUST FINANCING PROGRAM

BACKGROUND

WHEREAS, the City of Hoboken, County of Hudson, New Jersey ("City") has determined there exists a need for the Construction of Southwest Resiliency Park (Block 12) for Open Space Preservation and a Storm-water Management and Flood Control System ("2017 Project") as described in that certain Loan Agreement ("Trust Loan Agreement") to be entered into between the City and the New Jersey Environmental Infrastructure Trust ("Trust") and that certain Loan Agreement ("Fund Loan Agreement"; together with the Trust Loan Agreement, the "Loan Agreements") to be entered into between the City and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection ("State"), all pursuant to the 2017 New Jersey Environmental Infrastructure Trust Financing Program; and,

WHEREAS, the City has determined to finance the acquisition, construction, renovation and installation of the 2017 Project with the proceeds of a loan to be made by each of the Trust ("Trust Loan") and the State ("Fund Loan"; together with the Trust Loan, the "Loans") pursuant to the Trust Loan Agreement and the Fund Loan Agreement, respectively; and,

WHEREAS, to evidence the Loans, each of the Trust and the State require the City to authorize, execute and deliver its General Obligation Bonds, Series 2017B, to the Trust ("2017B Bonds"), and its General Obligation Bonds, Series 2017C, to the State ("2017C Bonds"; together with the 2017B Bonds, the "2017 Bonds"), pursuant to the terms of applicable law and pursuant to the terms of the Loan Agreements; and,

WHEREAS, pursuant to the Local Bond Law, constituting Chapter 169 of the Laws of the State of New Jersey the City Council of the City has, pursuant to Bond Ordinance No. Z370, duly and finally adopted and published in accordance with the requirements of the Local Bond Law ("Bond Ordinance"), authorized the issuance of general obligation bonds or bond anticipation notes of the City to finance the costs of the 2017 Project; and,

WHEREAS, pursuant to a resolution adopted by the City Council on March 1, 2017 ("Authorizing Resolution"), the City authorized and approved the issuance and sale of up to \$4,840,150 of the 2017 Bonds of the City, consisting of the City's 2017B Bonds, and the City's 2017C Bonds, to finance the costs of the 2017 Project; and,

WHEREAS, *N.J.S.A.* 40A:2-27(a)(2), allows for the sale of the 2017B Bonds and the 2017C Bonds to the Trust and the State, respectively, without any public offering, and *N.J.S.A.* 58:11B-9(a) allows for the sale of the 2017C Bonds to the Trust, without any public offering, all under the terms and conditions set forth herein; and,

WHEREAS, the Trust has sold its bonds to fund the Trust Loan, thereby enabling the City to confirm the exact aggregate principal amount of and debt service schedule for each series of the 2017 Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City Of Hoboken, County Of Hudson, New Jersey, pursuant to the Local Bond Law (not less than two-thirds of all the members thereof affirmatively concurring), as follows:

Section 1. The sale of the 2017B Bonds to the Trust and the 2017C Bonds to the State is hereby authorized, approved, ratified and confirmed. The 2017B Bonds and the 2017C Bonds shall be released from escrow in accordance with the terms of the escrow agreement between the Trust, the State, the escrow agent and the City ("Escrow Agreement") and thereby issued in accordance with the principal amount, interest rates and maturity schedule set forth on Schedules "A" and "B" attached hereto and made a part hereof.

Section 2. All actions heretofore taken and documents prepared or executed by or on behalf of the City by the Mayor, Administrator, Director of Finance, Chief Financial Officer, City Clerk, other City officials or by the City's professional advisors, in connection with the issuance and sale of the 2017 Bonds or the 2017 Project are hereby ratified, confirmed, approved and adopted.

Section 3. The Mayor, Chief Financial Officer or City Clerk are each hereby authorized to determine all matters and execute all documents and instruments in connection with the 2017 Bonds or the 2017 Project not determined or otherwise directed to be executed by the Local Bond Law, the Bond Ordinance, or by this or any subsequent resolution, and the signature of the Mayor, Chief Financial Officer or City Clerk on such documents or instruments shall be conclusive as to such determinations.

Section 4. All resolutions, or parts thereof, inconsistent herewith or with the Authorizing Resolution, are hereby rescinded and repealed to the extent of any such inconsistency.

Section 5. This resolution shall take effect immediately upon adoption this 17th day of May, 2017.

Meeting Date: May 17, 2017

Councilperson	Yea	Nay	Abstain	No Vote
Ravinder Bhalla				
Peter Cunningham	/			
Michael DeFusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.	1,			
Michael Russo				
President Jennifer Giattino				

APPROVED:

APPROVED, AS TO FORM:

STEPHEN D. MARKS

BUSINESS ADMINISTRATOR

BRIAN ALOIA ESQ. CORPORATION COUNSEL

Schedule "A"

Description of 2017B Bonds

Schedule "B"

Description of 2017C Bonds

TRUST LOAN AGREEMENT SCHEDULE A-2

New Jersey Environmental Infrastructure Trust - Series 2017A-1 Hoboken, City of - PF

P	Borrower Payment Date	Date	Principal	Coupon	Interest	Total Debt Service	DEP Fee	NJEIT Fee	Annual Debt Service and Fees
	5/25/2017	5/25/2017							
	8/1/2017	9/1/2017			10,265.00	10,265.00	41,721.00	1,545.00	53,531.00
	2/1/2018	3/1/2018			19,246.88	19,246.88		1,545.00	
	8/1/2018	9/1/2018	35,000.00	5.000%	19,246.88	54,246.88		1,545.00	76,583.76
	2/1/2019	3/1/2019			18,371.88	18,371.88		1,545.00	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	8/1/2019	9/1/2019	40,000.00	5.000%	18,371.88	58,371.88		1,545.00	79,833.76
	2/1/2020	3/1/2020			17,371.88	17,371.88		1,545.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	8/1/2020	9/1/2020	40,000.00	5.000%	17,371.88	57,371.88		1,545.00	77,833.76
	2/1/2021	3/1/2021			16,371.88	16,371.88		1,545.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	8/1/2021	9/1/2021	40,000.00	5.000%	16,371.88	56,371.88		1,545.00	75,833.76
	2/1/2022	3/1/2022			15,371.88	15,371.88		1,545.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	8/1/2022	9/1/2022	45,000.00	5.000%	15,371.88	60,371.88		1,545.00	78,833.76
	2/1/2023	3/1/2023			14,246.88	14,246.88		1,545.00	7 0,000 17 0
	8/1/2023	9/1/2023	45,000.00	5.000%	14,246.88	59,246.88		1,545.00	76,583.76
	2/1/2024	3/1/2024			13,121.88	13,121.88		1,545.00	70,203.70
	8/1/2024	9/1/2024	50,000.00	5.000%	13,121.88	63,121.88		1,545.00	79,333.76
	2/1/2025	3/1/2025	,		11,871.88	11,871.88		1,545.00	17,555.70
	8/1/2025	9/1/2025	50,000.00	5.000%	11,871.88	61,871.88		1,545.00	76,833.76
	2/1/2026	3/1/2026	,		10,621.88	10,621.88		1,545.00	70,033.70
	8/1/2026	9/1/2026	55,000.00	3.000%	10,621.88	65,621.88		1,545.00	79,333.76
	2/1/2027	3/1/2027	,	0.00070	9,796.88	9,796.88		1,545.00	77,555.70
	8/1/2027	9/1/2027	55,000.00	3.000%	9,796.88	64,796.88		1,545.00	77,683.76
	2/1/2028	3/1/2028	22,000,00	0.000,0	8,971.88	8,971.88		1,545.00	77,005.70
	8/1/2028	9/1/2028	55,000.00	3.000%	8,971.88	63,971.88		1,545.00	76,033.76
	2/1/2029	3/1/2029	22,000.00	5.00070	8,146.88	8,146.88		1,545.00	70,033.70
	8/1/2029	9/1/2029	60,000.00	3.000%	8,146.88	68,146.88		1,545.00	79,383.76
	2/1/2030	3/1/2030	00,000.00	2.00070	7,246.88	7,246.88		1,545.00	79,383.70
	8/1/2030	9/1/2030	60,000.00	3.000%	7,246.88	67,246.88		1,545.00	77 592 76
	2/1/2031	3/1/2031	00,000.00	2.00070	6,346.88	6,346.88		1,545.00	77,583.76
	8/1/2031	9/1/2031	60,000.00	3.000%	6,346.88	66,346.88		1,545.00	75,783.76
	2/1/2032	3/1/2032	50,000.00	2.00070	5,446.88	5,446.88		1,545.00	13,163.16
	8/1/2032	9/1/2032	65,000.00	3.000%	5,446.88	70,446.88		1,545.00	78,983.76
	2/1/2033	3/1/2033	05,000.00	5.00070	4,471.88	4,471.88			70,983.70
	8/1/2033	9/1/2033	65,000.00	3 125%	4,471.88	69,471.88		1,545.00 1,545.00	77 022 76
	2/1/2034	3/1/2034	05,000.00	3.123/0	3,456.25	3,456.25			77,033.76
	8/1/2034	9/1/2034	70,000.00	3 250%	3,456.25	73,456.25		1,545.00	90 002 50
	2/1/2035	3/1/2034	70,000.00	3.43070	2,318.75	2,318.75		1,545.00	80,002.50
	8/1/2035	9/1/2035	70,000.00	3 250%	2,318.75	72,318.75		1,545.00	77 777 70
	2/1/2036	3/1/2036	70,000.00	3.23070	1,181.25			1,545.00	77,727.50
	8/1/2036	9/1/2036	70,000.00	2 2750/		1,181.25		1,545.00	77.450.50
	0/1/2030	7/1/2030	70,000.00	3.3/370	1,181.25	71,181.25		1,545.00	75,452.50
			1,030,000.00		398,227.66	1,428,227.66	41,721.00	60,255.00	1,530,203.66
ate:	5/25/2017			National Distriction of the Control					

Prepared by Public Financial Management, Inc.

FUND LOAN AGREEMENT

Before Trust Loan Closing and Principal Forgiveness New Jersey Environmental Infrastructure Trust - Series 2017A-1 Hoboken, City of - PF

Borrower	Semiannual	Annual
Payment Date	Principal	Principal
5/25/2017	10605101	
8/1/2017	106,071.01	106,071.01
2/1/2018	53,035.50	
8/1/2018	106,071.01	159,106.51
2/1/2019	53,035.50	
8/1/2019	106,071.01	159,106.51
2/1/2020	53,035.50	
8/1/2020	106,071.01	159,106.51
2/1/2021	53,035.50	
8/1/2021	106,071.01	159,106.51
2/1/2022	53,035.50	
8/1/2022	106,071.01	159,106.51
2/1/2023	53,035.50	
8/1/2023	106,071.01	159,106.51
2/1/2024	53,035.50	
8/1/2024	106,071.01	159,106.51
2/1/2025	53,035.50	
8/1/2025	106,071.01	159,106.51
2/1/2026	53,035.50	
8/1/2026	106,071.01	159,106.51
2/1/2027	53,035.50	,
8/1/2027	106,071.01	159,106.51
2/1/2028	53,035.50	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
8/1/2028	106,071.01	159,106.51
2/1/2029	53,035.50	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
8/1/2029	106,071.01	159,106.51
2/1/2030	53,035.50	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
8/1/2030	106,071.01	159,106.51
2/1/2031	53,035.50	100,100.01
8/1/2031	106,071.01	159,106.51
2/1/2032	53,035.50	157,100.51
8/1/2032	106,071.01	159,106.51
2/1/2033	53,035.50	157,100.51
8/1/2033	106,071.01	159,106.51
2/1/2034		139,100.31
8/1/2034	53,035.50 106,071.01	150 106 51
2/1/2035	53,035.50	159,106.51
8/1/2035		150 100 51
	106,071.01	159,106.51
2/1/2036	53,035.50	150 100 01
8/1/2036	106,071.31	159,106.81
	3,129,095.00	3,129,095.00

^{*}Assumes no Principal Forgiveness

FUND LOAN AGREEMENT

After Trust Loan Closing and Principal Forgiveness New Jersey Environmental Infrastructure Trust - Series 2017A-1 Hoboken, City of - PF

Borrower	Semiannual	Annual
Payment Date	Principal	Principal
5/25/2017		
8/1/2017	72,172.71	72,172.71
2/1/2018	36,086.35	
8/1/2018	72,172.71	108,259.06
2/1/2019	36,086.35	
8/1/2019	72,172.71	108,259.06
2/1/2020	36,086.35	
8/1/2020	72,172.71	108,259.06
2/1/2021	36,086.35	
8/1/2021	72,172.71	108,259.06
2/1/2022	36,086.35	
8/1/2022	72,172.71	108,259.06
2/1/2023	36,086.35	
8/1/2023	72,172.71	108,259.06
2/1/2024	36,086.35	
8/1/2024	72,172.71	108,259.06
2/1/2025	36,086.35	
8/1/2025	72,172.71	108,259.06
2/1/2026	36,086.35	
8/1/2026	72,172.71	108,259.06
2/1/2027	36,086.35	
8/1/2027	72,172.71	108,259.06
2/1/2028	36,086.35	
8/1/2028	72,172.71	108,259.06
2/1/2029	36,086.35	
8/1/2029	72,172.71	108,259.06
2/1/2030	36,086.35	
8/1/2030	72,172.71	108,259.06
2/1/2031	36,086.35	
8/1/2031	72,172.71	108,259.06
2/1/2032	36,086.35	
8/1/2032	72,172.71	108,259.06
2/1/2033	36,086.35	
8/1/2033	72,172.71	108,259.06
2/1/2034	36,086.35	
8/1/2034	72,172.71	108,259.06
2/1/2035	36,086.35	
8/1/2035	72,172.71	108,259.06
2/1/2036	36,086.35	
8/1/2036	72,172.86	108,259.21
	2,129,095.00	2,129,095.00

^{*}Assumes Principal Forgiveness of \$1,000,000

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAY 1 7 2017

SPONSORED BY: SECONDED BY:

V: La Some

CITY CLERK

CITY OF HOBOKEN RESOLUTION NO.:

RESOLUTION AUTHORIZING THE PROCUREMENT OF HOBOKEN MINIATURE GOLF CONCESSION AT THE NORTHWEST POP-UP PARK THROUGH THE USE OF COMPETITIVE CONTRACTING IN ACCORDANCE WITH N.J.A.C. 5:34-9.4 AND N.J.S.A. 40A:11-4.1(J)

WHEREAS, in December 2016 the City of Hoboken acquired the former 6.1 acre BASF property in northwest Hoboken; and,

WHEREAS, in February 2017 the City Council approved the design of a temporary 4-acre "pop-up" park for the public to use and enjoy until the permanent park planned for the former BASF property can be constructed; and,

WHEREAS, the design of the temporary 4-acre "pop-up park" includes a miniature golf course; and,

WHEREAS, the City requires a concession to install, operate, and maintain said miniature golf course; and,

WHEREAS, the total value of the concession and the anticipated value of the revenue and/or services to be received by the City cannot be precisely determined at this time; and,

WHEREAS, the basis of the ultimate award or awards will be based upon competitive contracting in accordance with N.J.S.A. 40A:11-4.1 and therefore will be awarding based upon the most advantageous price and other factors; and,

WHEREAS, the City anticipates that there will be no costs associated with this concession; and,

WHEREAS, the City Council of the City of Hoboken therefore wishes to approve the use of competitive contracting to procure a concession agreement or agreements for the proposed miniature golf course at the "pop-up park."

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the Administration may procure a concession agreement or agreements for the proposed miniature golf course at the "pop-up park" through the use of the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1.

Meeting date: May 17, 2016

CITY OF HOBOKEN Office of Corporation Counsel

DAWN ZIMMER Mayor



BRIAN ALOIA, ESQ. Corporation Counsel

LEGAL MEMORANDUM

To:

Stephen D. Marks, Business Administrator

Cc:

Mayor Dawn Zimmer; Corporation Counsel Brian Aloia, Esq.; Municipal

Manager Patrick Wherry

From:

Alyssa L. Bongiovanni, Esq.

Date:

May 11, 2017

Re:

Legality of Procuring Miniature Golf Concession Pursuant to N.J.A.C.

5:34-9.4(d)

Corporation Counsel has been asked to prepare an opinion regarding the legality of procuring concessions relative to the miniature golf course installation, operation, and maintenance at the Northwest "Pop-Up Park" on the former BASF property in accordance with the requirements of N.J.A.C. 5:34-9.4(d)(1).

Background:

In December 2016 the City of Hoboken acquired the former 6.1 acre BASF property in northwest Hoboken. The long-term planning process for the permanent 5.4 acre "resiliency park," which will be the City's largest park, will start in summer 2017. This process is anticipated to take 2-3 years. In the interim, the City is constructing a temporary 4-acre "pop-up" park for the enjoyment of the Hoboken community.

In February 2017 the City Council approved the design of the "pop-up" park, available at www.hobokennj.gov/nwpark. The approved design includes a miniature golf course. The City seeks to engage a concession to install, operate, and maintain said miniature golf course.

Prior to procuring a concession, the governing body of the contracting unit must obtain an opinion from legal counsel regarding the legality of procuring the concession and pass a resolution authorizing the procurement of the concession.

Legality of Procuring the Concession:

Pursuant to Local Public Contracts Law 40A:11-2(37) a "concession" is defined as:

the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit.

Pursuant to N.J.A.C. 5:34-9.4(b)(3), a concession specifically includes the use of public space or facilities for advertising in exchange for fees or services. Pursuant to 40A:11-4.1, competitive contracting may be used by the local unit in procuring a concession.

The City now plans to utilize competitive contracting in accordance with N.J.S.A. 40A:11-4.1 to grant a concession which will cover the entire cost of the miniature golf installation, operation, and maintenance. The Administration anticipates that this concession program will be at no cost to the City.

It is the opinion of Corporation Counsel that procuring concession(s) for miniature golf at the Northwest Pop-Up Park is legal and in accordance with the applicable law.

Best Regards,

//s//

Alyssa L. Bongiovanni, Esq. Assistant Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

SPONSORED BY: Cunningham

SECONDED BY: Mello

CITY OF HOBOKEN RESOLUTION NO.:

EXTENDING CITY'S **CONTRACT** RESOLUTION THE WITH FIRE **PROTECTION** COMPANY, INC. **FOR** ABSOLUTE SERVICES FOR FIRE APPARATUSES IN MAINTENANCE THE AMOUNT OF \$50,300.00

WHEREAS, the City of Hoboken set forth Bid Number 15-12 seeking vendors to perform maintenance services for the Fire Department's fire apparatuses; and,

WHEREAS, Absolute Fire Protection Company, Inc. was deemed the lowest responsive and responsible bidder and was awarded a contract on May 20, 2015; and,

WHEREAS, in accordance with the bid specifications, the original term of the contract was for one (1) year, with three (3) additional one (1) year options to extend; and,

WHEREAS, this contract was previously extended for one (1) year by way of resolution dated June 15, 2016, and now the City Council is being asked to utilize the second option to extend for one (1) additional year, to expire May 17, 2018, in the amount of \$50,300.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that Absolute Fire Protection Company Inc.'s contract with the City of Hoboken shall be extended for one (1) year, to expire May 17, 2018, in not to exceed amount of \$50,300.00; and,

- 1. The above recitals are incorporated herein as though fully set forth at length.
- 2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
- The remainder of the terms and conditions shall be in accordance with the original 3. agreement and all attachments.
- The Mayor or her designee is hereby authorized to execute an extension agreement with: 4.

ABSOLUTE FIRE PROTECTION CO., INC. 2800 HAMILTON BLVD. SOUTH PLAINFIELD, NJ 07080

Meeting Date: May 17, 2017

Councilperson	Yea /	Nay	Abstain/Present	Absent
Ravinder Bhalla	//			
Peter Cunningham	//			
Michael DeFusco	//			
James Doyle	//			
Tiffanie Fisher	/,			
David Mello	/)			
Ruben Ramos, Jr.	//			
Michael Russo	//			
President Jennifer Giattino				

APPROVED

STEPHEN MARKS

BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALQIA, ESQ.

CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION EXTENDING THE CITY'S CONTRACT WITH ABSOLUTE FIRE PROTECTION COMPANY, INC. FOR MAINTENANCE SERVICES FOR FIRE APPARATUSES IN THE AMOUNT OF \$50,300.00

AMOUNT TO BE CERTIFIED:

7-01-25-266-032: \$5,000.00

The remaining \$45,300.00 to be made available upon adoption of the final CY2017 budget.

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

\$50,300.00 is available this commitment togethe funds available in	e in the following appropriation:ther with all previously made commit	ity of Hoboken, hereby certify that; and I further certify that tments and payments does not exceed ; and I further certify that the funds ose herein committed.
Signed:	, George DeStefano, CF	FO

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael DeFusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

APPROVED:

APPROVED AS TO FORM:

STEPHEN MARKS BUSINESS ADMINISTRATOR BRIAN ALOIA, ESQ. CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION EXTENDING THE CITY'S CONTRACT WITH ABSOLUTE FIRE PROTECTION COMPANY, INC. FOR MAINTENANCE SERVICES FOR FIRE APPARATUSES IN THE AMOUNT OF \$50,300.00

AMOUNT TO BE CERTIFIED:

7-01-25-266-032: \$5,000.00

The remaining \$45,300.00 to be made available upon adoption of the final CY2017 budget.

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,300.00 is available in the following appropriation: \$5,000.00 from 7-01-25-266-032; and I further certify that the remaining \$45,300.00 will be appropriated in the CY2017 final budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:

Ang Alstofam George DeStefano, CFO

Introduced by:
Seconded by:

CITY OF HOBOKEN RESOLUTION NO. 15-304

RESOLUTION AWARDING A CONTRACT TO ABSOLUTE FIRE PROTECTION COMPANY, INC. FOR THE PROVISIONS OF MAINTENANCE SERVICES FOR FIRE APPARATUS IN ACCORDANCE WITH THE CITY'S BID NO. 15-12 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$50,300.00

WHEREAS, bids were received for Maintenance Services for Fire Apparatus, as specified in Bid Number 15 - 12; and,

WHEREAS, three (3) responsible and responsive bids were received, being:

	VENDOR	BIDS	
a,	Absolute Fire Protection Company, Inc.	Labor Rate:	\$95.00/HR
	2800 Hamilton Boulevard	Parts Discount:	15%
	South Plainfield, NJ 07080	Bid Price:	\$50,300.00
b.	First Priority 2444 Ridgeway BLVD Manchester, NJ 08759	Labor Rate: Parts Discount: Bid Price:	\$85.00/HR
c.	Campbell Supply Co., LLC	Labor Rate:	\$114.00/HR
	1016 Cranbury S River Road	Parts Discount:	20%
	Monroe, NJ 08831	Bid Price:	\$72,208.26

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods in accordance with the provisions of City's Bid No. 15-12; and

WHEREAS, Absolute Fire Protection Company, Inc. shall provide the City with service for one (1) year, commencing May 21, 2015 and expiring May 20, 2015; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that funds are available from the following appropriations: \$50,300.00 from 5-01-25-266-032 in the CY2015 budget, as presented at the May 20, 2015 City Council meeting, upon adoption of said budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2015; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: Suran Montany, George DeStefano, CFO

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken as follows:

- A. This resolution awards a contract to Absolute Fire Protection Company, Inc. for Bid No. 15-12, in the total not to exceed amount of Fifty Thousand Three Hundred Dollars (\$50,300.00) for Maintenance Services of Fire Apparatus, and said contract shall be awarded to Absolute Fire Protection Company, Inc. in accordance with the specifications as set forth in Bid No. 15-12.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the bid proposal and Purchasing Agent's recommendations; therefore, none will be accepted in performing obligations under the bid.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

Meeting	date:	May	20,	2015
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APPROVED:

Business Administrator

No. I do so Esta

Mellissall. Lgngg/jesq Corporation Counsel

Councilperson	Yea /	Nay	Abstain/Present	Absent
Theresa Castellano	1 /			
Peter Cunningham	1			
James Doyle				
Jen Giattino				
Elizabeth Mason				
David Mello	1	<u> </u>		
Tim Occhipinti	1			
Michael Russo				
Ravi Bhalla, Council President	/			

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER Mayor



AL B. DINEROS, QPA Purchasing Agent

Date:

May 15, 2015

To:

Quentin Wiest, Business Administrator

Corporation Counsel

From:

ALB. Dineros

Subject: Resolution to Award the Contract for Maintenance Services of Fire Apparatus in Accordance with City's Bid No. 15-12 in the total not to exceed \$50,300.00

Three (3) sealed bid out of six (6) vendors receiving the complete bid packages was received and opened at City Hall on May 5, 2015.

I reviewed the submitted bid documentations of the lowest bidder and found no discrepancy in accordance with the published instructions to bidders.

Request a resolution to award the contract to the lowest responsive and responsible bidder, the bid price is not to exceed \$50,300.00.

The following information is provided:

VENDOR

Absolute Fire Protection Company, Inc. 2800 Hamilton Boulevard South Plainfield, NJ 07080

BID Proposal

Labor Rate: \$95.00/HR

Parts Discount:

15%

Bid Price:

\$50,300.00

Sufficient legally appropriated funds for the subject purpose is available from the following account: 5-01-25-266-032 – upon adaption of CY2015 budget

CITY OF HOBOKEN Bid Number: 15 – 12 Maintenance Services of Fire Apparatus BID PROPOSAL SHEET

Bidders should familiarize themselves with the local conditions affecting the cost of the work and the site for the work. Bidders are required to perform, provide and furnish all of the labor, materials, necessary tools, fees, permits and equipment including transportation services necessary to complete the work outlined at the unit prices indicated below.

Bidder must indicate response time for emergency call: 4 Hour(s)

ITEM	Estimated Annual QTY	Unit Cost	Extended Annual Cost
A. Annual Preventive Maintenance per Pumper- includes Chassis and Pump.	6	\$380.00	A.S_ 2,280.00
B. Annual Preventive Maintenance for Aerials and Rescues which is for the Chassis.	6	\$870 ₋ 00	B.\$ 5,220.00
C. Annual Aerial Device Preventive Maintenance Service.	6	\$1,850.00	C.\$11,100.00
D. Class "B" Preventive Maintenance Services on All Front Line Apparatus.	6 .	\$200.00	D.\$ 1,200.00
. ITEM	Estimated Annual Hours	Unit Cost (Per Hour)	Extended Annual Cost
E. Hourly Labor Rate	200	\$95.00	E.\$ 19,000.00
F. 1. For the purpose of this bi \$10,000.00. 2. For discount use negative p Mark-Up:		of cost of parts to be	F.\$ 11,500.00
G. Total Lump Sum Bid (A + B +	- C+D+E+F)		G.\$ 50,300.00

Note: 1. These estimates are provided as informational estimates only and the City shall not be obligated to purchase any minimum or maximum number of service hours herein described. Vendor will be paid for the actual parts, materials or services used or rendered.

- 2. Vendor must provide a written quote with an itemize price list of all required repair prior to commencing any repair (see Paragraph 7, supra).
- 3. Vendor must seek authorization from the City authorized representative prior to commencement of work/repair (see Paragraph 7-8, supra).

TERM OF CONTRACT

The initial term of the contract awarded hereunder shall be for one (1) year from the date of contract award, with three (3) separate one (1) year options to extend, both of which options shall be at the sole discretion of the City.

SIGNATURE PAGE

Solator Manualte	May 8, 2015
Signature	Date
Salvatore Giannotta	Vice President Service & Warranty
Print Name	Title/Position
Absolute Fire Protection C	ompany, Inc.
Bidder/Company	All the second of the second o
2800 Hamilton Boulevard, So	outh Plainfield, NJ 07080
Company Address	
908-757-3600	908-757-3616
Telephone #	Fax#
sal@absolutefire.com	frank@absolutefire.com
mail Address	PO Email Address

Note: The above individual must be authorized to sign on behalf of company submitting proposal.

Budget Account Wambenance		Desc mile Debasioning	ChkAcct TOPERATING Cap Flag (4)	Class (d.2		112,245.84 Expended: Current Period00 112,245.84 Trans-Out .00 27,369.90 Reimburse: .00	
AB TO THE STATE OF	(<u>Add</u>) (Edit) (Close) (Delete)	Account (7-01-25-266-020) (3)	Acd Type: Control	Fund Type Budget " Class Id	Activity Misc GIL Accounts Adopted Budget Detail	Encumber: Activity To Date Budgered. Expended: 17,390.62 Budgered. Trans-Out00 YTD Requested Balance. Cancel:00 Requested Balance. Cancel:00 Requested Balance. Cancel:00 Requested Balance.	

Page No: 1

Batch Id: GDS	Batch Date: 05/10/17	Batch Type: Standard			
Account No. Account Descrip	Type otion	Entry Description	Amount	Seq	
7-01-25-266-032 VEHICLE MAINENA		CFO Hold for Absolute Fire Protection	5,000.00	1	

WARNING: This account would have a negative balance: 7-01-25-266-032. Balance would be: 23,687.69-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cance1	Encumbrances
CURRENT FUND	7-01	0.00	0.00	0.00	0.00	0.00	5,000.00
Total Of All Fun	ds:	0.00	0.00	0.00	0.00	0.00	5,000.00
Expenditures:	Entries 0	Amount 0.00					
Reimbursements:	0	0.00					
Transfer In:	0	0.00					
Transfer Out:	0	0.00					
Cancel:	0	0.00					
Encumbrance:	1	5,000.00					
Total:	1	5,000.00					

Reimbursements:	Updated Entries O	Updated Amount 0.00				
Expenditures:	0	0.00				
Transfer In:	0	0.00				
Transfer Out:	0	0.00				
Cancel:	0	0.00				
Encumbrances:	1	5,000.00				
atch: GDS	Updated Entries:	1 Updated Amoun	5,000.00	Ref Num:	4855	

Note: 1. These estimates are provided as informational estimates only and the City shall not be obligated to purchase any minimum or maximum number of service hours herein described. Vendor will be paid for the actual parts, materials or services used or rendered.

- 2. Vendor must provide a written quote with an Itemize price list of all required repair prior to commencing any repair (see Paragraph 7, supra).
- 3. Vendor must seek authorization from the City authorized representative prior to commencement of work/repair (see Paragraph 7-8, supra).

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SIGNATURE PAGE

Alara Manuelle Signature

May 8, 2015

Date

Selvatore Giannotta

Vice President Service & Warranty

Print Name

Title/Position

Absolute Fire Protection Company, Inc.

Bldder/Company

2800 Hamilton Boulevard, South Plainfield, NJ 07080

Company Address

908-757-3600

908-757-3616

Telephone#

Fax#

sal@absolutefire.com

frank@absolutefire.com

Email Address

PO Email Address

Note: The above individual must be authorized to sign on behalf of company submitting proposal.

CITY OF HOBOKEN Bid Number: 15 – 12 Maintenance Services of Fire Apparatus BID PROPOSAL SHEET

Bidders should familiarize themselves with the local conditions diffecting the cost of the work and the site for the work. Bidders are required to perform, provide and furnish all of the labor, materials, necessary tools, fees, permits and equipment including transportation services necessary to complete the work outlined at the unit prices indicated below.

Bidder must indicate response time for emergency call: 4 Hour(s)

ITEM	Estimated Annual QTY	Unit Cost	Extended Annual Cost
A. Annual Preventive Maintenance per Pumper- Includes Chassis and Pump.	6	\$380,00	A.\$ 2,280.00
B. Annual Preventive Maintenance for Aerials and Rescues which is for the Chassis,	6	\$870.00	B.\$_5,220.00
C. Annual Aerial Device Preventive Maintenance Service,	6	\$1,850.00	C.\$11,100.00
D. Class *B* Preventive Maintenance Services on All Front Line Apparatus.	6 .	\$200,00	D\$1,200.00
. ITEN	Estimated Annual Hours	Unit Cost (Per Hour)	Extended Annual Cost
E. Hourly Labor Rate	200	\$95,00	E.\$ 19,000.00
F.1. For the purpose of this bid \$10,000.00. 2. For discount use negative ps Mark-Up;		cost of parts to be	F.\$ 11,500.00
3. Total Lump Sum Bld (A + B +	C+D+E+F)		G.\$ 50,300.00

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

. The first of the control of the pro-

MAY 1 7 2017

James Jarino

SPONSORED BY: Cunningham
SECONDED BY: Mello

CITY OF HOBOKEN

CITY CLERK RESOLUTION NO.

RESOLUTION APPROVING A CHANGE ORDER TO THE CITY'S COOPERATING PURCHASING CONTRACT WITH ABSOLUTE FIRE PROTECTION (# FS12-15 HC07) IN THE TOTAL AMOUNT OF \$5,713.30 FOR A 1.3% INCREASE IN THE ORIGINAL CONTRACT AMOUNT AND ALSO APPROVING A CHANGE ORDER TO THE CITY'S COOPERATING PURCHASING CONTRACT WITH ABSOLUTE FIRE PROTECTION (# FS12-15 HC04) IN THE TOTAL AMOUNT OF \$5,413.00 FOR A 1.5% INCREASE IN THE ORIGINAL CONTRACT AMOUNT

WHEREAS, the City Council of the City of Hoboken awarded H-GAC Cooperative Purchasing Contract #FS12-15 HC07 to Absolute Fire Protection for one (1) fire apparatus E-One Typhoon Urban Interface Pumper by way of resolution dated May 4, 2016, in the amount of \$430,345.00; and,

WHEREAS, no previous change orders have been awarded under this contract; and,

WHEREAS, it is requested that the City Council approve the attached change order in the amount of \$5,713.30 to modify parts of the fire truck to meet the needs of the Hoboken Fire Department; and,

WHEREAS, this change order will increase the contract amount to \$436,058.30 which equates to a 1.3% increase in the original contract amount of \$430,345.00; and,

WHEREAS, the City Council of the City of Hoboken also awarded a H-GAC Cooperative Purchasing Contract #FS12-15 HC04 to Absolute Fire Protection for one (1) fire apparatus E-One Typhoon by way of resolution dated May 4, 2016, in the amount of \$347,232.00; and,

WHEREAS, no previous change orders have been awarded under this contract; and,

WHEREAS, it is requested that the City Council approve the attached change order in the amount of \$5,413.00 to modify parts of the fire truck to meet the needs of the Hoboken Fire Department; and,

WHEREAS, this change order will increase the contract amount to \$352,645 which equates to a 1.5% increase in the original contract amount of \$347,232.00; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that Change Order #1 in the amount of \$5,713.30 under Cooperative Purchasing

PST 2

Contract #FS12-15 HC07 and Change Order #1 in the amount of \$5,413.00 under Cooperative Purchasing Contract #FS12-15 HC04 are approved as delineated above.

- 1. The above recitals are incorporated herein as though fully set forth at length.
- 2. The terms of the referenced proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
- 3. Any change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
- 4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

Meeting date: May 17, 2017

Councilperson	Yea / /	Nay	Abstain/Present	Absent
Ravinder Bhalla	//			
Peter Cunningham	//			
Michael DeFusco	//			
James Doyle				
Tiffanie Fisher	//			
David Mello	1//			
Ruben Ramos, Jr.	1//			
Michael Russo	//			
President Jennifer Giattino				

APPROVED:

STEPHEN D. MARKS

BUSINESS ADMINISTRATOR

APPROVED AS TOFORM:

BRIAN ALOJA, ESO.

CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION APPROVING A CHANGE ORDER TO THE CITY'S COOPERATING PURCHASING CONTRACT WITH ABSOLUTE FIRE PROTECTION (# FS12-15 HC07) IN THE TOTAL AMOUNT OF \$5,713.30 FOR A 1.3% INCREASE IN THE ORIGINAL CONTRACT AMOUNT AND ALSO APPROVING A CHANGE ORDER TO THE CITY'S COOPERATING PURCHASING CONTRACT WITH ABSOLUTE

FIRE PROTECTION (# FS12-15 HC04) IN THE TOTAL AMOUNT OF \$5,413.00 FOR A 1.5% INCREASE IN THE ORIGINAL CONTRACT AMOUNT

AMOUNT TO BE CERTIFIED:

\$11,126.30

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-716-120

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$11,126.30 is available in the following appropriation: C-04-60-716-120 in the temporary CY2017 appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2017 temporary appropriation; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:

Sman Withon George DeStefano, CFO

May 15, 2017 03:53 PM

CITY OF HOBOKEN Budget Entry Verification Listing

Page No: 1

Batch Id: GDS	Batch Date: 05/15/17	Batch Type: Standard			
Account No. Account Descri	Type otion	Entry Description	Amount	Seq	
C-04-60-716-120 Z-405 FIRE EQUI	Encumbrance EPMENT SECTION 20 COSTS	CFO Hold meet 05/17/17 Absolute Fire	11,126.30	1	

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	11,126.30
Total Of All Fun	ds:	0.00	0.00	0.00	0.00	0.00	11,126.30
Expenditures:	Entries O	Amount 0.00					
Reimbursements:	0	0.00					
Transfer In:	0	0.00					
Transfer Out:	0	0.00					
Cancel:	. 0	0.00					
Encumbrance:	1	11,126.30					
Total:	1	11,126.30					
There are NO errors	in this list	ing.					

- / 1	Updated Entries				
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	11,126.30			
Batch: GDS	Updated Entries:	1 Updated Amo	unt: 11,126.30	Ref Num:	4867

Introduced by:

CITY OF HOBOKEN RESOLUTION NO.

RESOLUTION AWARDING A CONTRACT TO ABSOLUTE FIRE PROTECTION TO PURCHASE ONE (1) FIRE APPARATUS (E-ONE TYPHOON URBAN INTERFACE PUMPER) FOR HOBOKEN FIRE DEPARTMENT IN ACCORDANCE WITH HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING CONTRACT # FS12-15 HC07 IN THE TOTAL AMOUNT NOT TO EXCEED \$430,345.00

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Absolute Fire Protection has been approved for an H-GAC Cooperative Contract # FS12-15 HC07, which cooperative the City is a part of; and,

WHEREAS, the City requires one (1) fire apparatus (E-One Typhoon Urban Interface Pumper) for Hoboken Fire Department (as described in the attached proposal, which shall become part of the contract); and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under H-GAC Cooperative Purchasing Contract # FS12-15 HC07; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in the H-GAC Cooperative Purchasing contract, for a total not to exceed amount of Four Hundred Thirty Thousand Three Hundred Forty Five Dollars (\$430,345.00), as follows:

- The above recitals are incorporated herein as though fully set forth at length.
 - The Council hereby authorizes the Mayor or her designee to execute any and all
 documents and take any and all actions necessary to complete and realize the
 intent and purpose of this Resolution.
 - 3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the above mentioned goods and/or services based upon the attached proposal, and the following information:

Absolute Fire Protection P.O. Box 497 2800 Hamilton Boulevard South Plainfield, NJ 07080-0497

Business Administrator

APPROVED AS TO FORM!

Councilperson	Yea	Nay	Abstain/Present	Absent	
Ravinder Bhalla	/ / /	Minima de la companya della companya della companya della companya de la companya della companya		2109011	
Peter Cunningham				PROBESION	
Michael Defusco		V adalast The	SARIVANIVA		
James Döyle		- AIRUE	COPY OF A R	ESOLUTION	ADOPTED RY
Tiffanie Fisher			the base of the control of the contr	and the second s	
David Mello			UNCILOFTH	F-WIY WEIT	DROKEN, N.J.
Ruben Ramos, Jr.	7	AT A ME	FINGHEIM	M.	
Michael Russo	7	70771116	FIMULIELD.	4	AY n 4 2016
President Jennifer Giattino			1		13 1 CO (FIE)
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CERTIFICATION OF FUNDS

CITY CLERK

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO ABSOLUTE FIRE PROTECTION TO PURCHASE ONE (1) fire apparatus (e-one typhoon urban interface pumper) for hoboken fire DEPARTMENT IN ACCORDANCE WITH HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING CONTRACT # FS12-15 HC07 IN THE TOTAL AMOUNT NOT TO EXCEED \$430,345.00

AMOUNT TO BE CERTIFIED:

\$430,345.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-716-100

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$430,345.00 is available in the following appropriation C-04-60-716-100 in the CY2016 capital budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 budget or the capital funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: Ly Cloth, George DeStefano, CFO

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Absolute Fire Protection

Product Description:

E-One Typhoon Urban Interface Pumper, 4-Door Custon Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module

Number of Units:One (1)

* The following details shall be provided with Purchase Order from End User to H-GAC for customized products: Base Bld Price as In Bld/Contract No.FS12-15 HC07 (per single unit) \$ 377,382,00 B. Published Options added to Base Bid (per single unit)...... \$ 94,390.00 PER UNIT SUB TOTAL C, \$ 471,772.00 Change Order Provisions (If appliable): Dollar value of Unpublished Options D. added to base bid price per unit...... 88,414,00 Ė, Dollar value of Contract Items per unit deleted from Base Bid total..... (126,341.00) PER UNIT CHANGE ORDER SUB TOTAL: F. .: (Change Order not to exceed 25% of "C") (Change order \$ (37,927,00) G. Order total without H-GAO fee for One (1) units SUB TOTAL: \$ 433,845.00 H-GAC Administrative Fee (from Fee Schedules)..... H. \$2,000.00 Additional Discounts..... (5,500.00) TOTAL PURCHASE PRICE INCLUDING H-GAC J. \$ 430,345.00 K. COMMENTS AND NOTES: Customer Loyalty Discount

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER Mayor



AL B. DINEROS, QPA Purchasing Agent

Date:

April 25, 2016

To:

Quentin Wiest, Business Administrator

Corporation Counsel

From:

AL B. Dineros

Subject:

Resolution to Award the Contract to Purchase Fire Apparatus -

E-One Typhoon Urban Interface Pumper

Reference:

(c) LFN 2012-10 - Using National Cooperative Contracts

Hoboken Fire Department needs one (1) fire apparatus to enhance fire response for the City.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved national cooperative. Absolute Fire Protection has been approved for Houston-Galveston Area Conneil (H-GAC) Cooperative Purchasing contract No. FS12-15 HC07, which cooperative the City is a part of.

I recommend awarding the following contract:

Price: NTE \$430,345.00

Description:

B-One Typhoon Urban Interface Pumper, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module

Vendor: Absolute Fire Protection P.O. Box 497 2800 Hamilton Boulevard South Plainfield, NJ 07080-0497

Introduced by: Seconded by:

CITY OF HOBOKEN RESOLUTION NO.

RESOLUTION AWARDING A CONTRACT TO ABSOLUTE FIRE PROTECTION TO PURCHASE ONE (1) FIRE APPARATUS (E-ONE TYPHOON) FOR HOBOKEN FIRE DEPARTMENT IN ACCORDANCE WITH HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING CONTRACT # FS12-15 HC04 IN THE TOTAL AMOUNT NOT TO EXCEED \$347,232.00

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Absolute Fire Protection has been approved for an H-GAC Cooperative Contract #FS12-15 HC04, which cooperative the City is a part of, and,

WHEREAS, the City requires one (1) fire apparatus (E-One Typhoon) for Hoboken Fire Department (as described in the attached proposal, which shall become part of the contract); and

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under H-GAC Cooperative Purchasing Contract # FS12-15 HC04; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in the H-GAC Cooperative Purchasing contract, for a total not to exceed amount of Three Hundred Forty Seven Thousand Two Hundred Thirty Two Dollars (\$347,232.00), as follows:

- 1. The above recitals are incorporated herein as though fully set forth at length.
- 2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
- 3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the above mentioned goods and/or services based upon the attached proposal, and the following information:

Absolute Fire Protection P.O. Box 497 2800 Hamilton Boulevard South Plainfield, NJ 07080-0497

Meeting date: May 4, 2016

APPROVED:

Quentin Wiest

Business Administrator

APPROVED AS TO FORM:

sla troko

, Esq.

Councilperson	Yea	Nay A TOU Abstain/Present Absent
Ravinder Bhalla	/	and the state of t
Peter Curiningham	/	
Michael Defusco	/	THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
James Doyle	/	AT A MEETING HELD ON:
Tiffanie Fisher		THE AMEETING MELUCIV
David Mello	1	C - ALLY A TRAIN
Ruben Ramos, Jr.	Z	- \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Michael Russo	7	1 danie
President Jannifer Giattino		Parameter and a second
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CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO ABSOLUTE FIRE PROTECTION TO PURCHASE ONE (1) FIRE APPARATUS (E-ONE TYPHOON) FOR HOBOKEN FIRE DEPARTMENT IN ACCORDANCE WITH HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING CONTRACT # FS12-15 HC04 IN THE TOTAL AMOUNT NOT TO EXCEED \$347,232.00

AMOUNT TO BE CERTIFIED;

\$347,232.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-716-100

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$347,232.00 is available in the following appropriation C-04-60-716-100 in the CY2016 capital budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 budget or the capital funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: Ly Ufla, George DeStefano, CFO

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Absolute Fire Protection

Product Description: E-One Typhoon, 4-Door Custon Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module

Number of Units:One (1)

*The following details shall be provided with Purchase Order from End User to H-GAC for customized products:

Α,	Base Bid Price as in Bid/Contract No.FS12-15 HC04 (per single unit)	\$ 316,324.00
В.	Published Options added to Base Bld(per single unit)	\$ 58,449.00
c.	PER UNIT SUB TOTAL:	\$ 374,773.00
Change	Order Provisions (if appliable)	
Ď,	Döllar value of Unpublished Options added to base bid price per unit \$ 18,418.00	
Ē,	Dollar value of Contract Items per unit deleted from Base Bid total	
F.	PER UNIT CHANGE ORDER SUB TOTAL: (Change Order	\$ (4,751.00)
G.	Order total without H-GAC fee for One (1) units SUB TOTAL;	\$ 370,022.00
H	H-GAC Administrative Fee (from Fée Schedules)	\$2,000.00
Ļ.	Additional Discounts	\$ (24,790.00)
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC	\$ 347,232.00
K.	COMMENTS AND NOTES: returning customer discount	

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER Mayor



AL B. DINEROS, QPA Purchasing Agent

Date:

April 25, 2016

To:

Quentin Wiest, Business Administrator

Corporation Counsel

From:

ALB. Dineros

Subject:

Resolution to Award the Contract to Purchase Fire Apparatus – E-

One Typhoon

Reference:

(c) LFN 2012-10 - Using National Cooperative Contracts

Hoboken Fire Department needs one (1) fire apparatus to enhance fire response for the City.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved national cooperative, Absolute Fire Protection has been approved for Houston-Galveston Area Council (H-GAC) Cooperative Purchasing contract No. FS12-15 HC04, which cooperative the City is a part of.

I recommend awarding the following contract:

Price: NTE \$347,232.00

Description:

E-One Typhoon, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module

Vendor: Absolute Fire Protection P.O. Box 497 2800 Hamilton Boulevard South Plainfield, NJ 07080-0497

HGACBUY		ACT PRICING WOR OF MOTOR VEHICLES	only -	Contract No.:	FS12-15	Date Prepared:	
This Form must be prepa Section F, End User issu to H-GAC @ 713-993-454	es PU to Cor	utractor, and MUST also	User. The H o fax a copy o	-GAC adminit of PO, togethe	strative fee s r with comp	hall be show leted Pricing	n in Worksheei
Buying City of Hoboken			Confractor:	Absolute Fire P	rotection		
Contact			Prepared				
Perconi Pironer			Вуг	Chris DuBois			William II Vanda
Paxi			Phone:	908-757-3600	(611 m) (411) y m m m) (411 m m) (411 m)		
Emult 1			Faxi Email;	908-757-3616 chris@absol	a Fig. V		
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A. Product Item Base Unit]	Price Per Cor	itractor's H-GAC Contra	ict:				3163
B. Published Options - Item	ize below - A	ttach additional sheet(s)	f necessary -	Include Option	Code in des	cription if ap	olicable.
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Pre-Build Change Order Documentation

S.O. # and Unit Type

140604

HOH

Hoboken Fire Department

Dealer:

Customer:

Absolute Fire

Summary of Pre-build Changes:

QTY	DESCRIPTION	UNIT PRICE	ICE	70	TOTAL
1	Add turndown on gravel shield	8	293.00	€	293.00
1-	delete rear heaters	49	1,731.00	€>	(1,731.00)
~-	add air outlet with hose	6	369.00	\$	369.00
-	upgrade to braided fuel lines	\$	410.00	\$	410.00
2	add shelves	49	261.00	\$	522.00
2	track sets for adjustable shelving	\$	261.00	\$	522.00
2	add floor mounted roll out tray	€	853.00	8	1,706.00
-	delete extra 12v plug	\$	64.00	\$	(64.00)
1	Add pump panel speaker	49	646.00	89	646.00
τ-	add extra antenna cable	\$	125.00	\$	125.00
1	upgrade to PumpBoss Governor	\$	635.00	\$	635.00
<u>_</u>	upgrade rear beacons	\$	536.00	\$	536.00
<u></u>	add fixed rear wall pegboard. L1	\$	366.00	\$	366.00
7	add front body step set (4) drivers side	\$	1,008.00	\$	1,008.00
-	Upgrade rear scene Lights to LEDs	\$	35.00	\$	35.00
	Upgrade hosebed Lights to LEDs	49	35.00	€9	35.00
				\$	ı
				\$	1
				\$	1
				\$	1
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	About the second			8	1
				\$	1
				\$	1
				\$	1
				\$	•

Approval to Proceed / Authorized Signatures:

TOTAL PRE-BUILD

\$ CD

5,413.00

Pre-Build Change Order Documentation

S.O. # and Unit Type

140603

Hoboken Fire Department

Customer:

Dealer:

Absolute Fire

Summary of Pre-build Changes:

QTY	DESCRIPTION	UNIT PRICE	TOTAL
_	Add turndown on gravel shield	\$ 293.00	\$ 293.00
—	Add Retrac Look down mirror		
-	add air outlet with hose		
-	upgrade to braided fuel lines	\$ 410.00	\$ 410.00
5	remove shelves		(1)
1	remove adjustable tray	1	\$ (1,021.00
2	add floor mounted roll out tray	\$ 853.00	1,706.00
-	Add Zico Rear Climbing Ladder	2	\$ 2,360.00
-	Add pump panel speaker		\$ 646.00
-2	delete poly boxes	\$ 698.00	1
-	upgrade to PumpBoss Governor	635.00	\$ 635.00
_	Add Zico SCBA storage Tube		
-	Add 2-Tone Body upper Paint	\$ 2,500.00	\$ 2,500.00
			\$
			\$
			- \$
			\$
			٠
			٠ \$
			\$
			•
			\$
			٠
			\$

Approval to Proceed / Authorized Signatures:

TOTAL PRE-BUILD

69

5,713.30

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

SPONSORED BY: SECONDED BY:

CITY OF HOBOKEN RESOLUTION NO.:

RESOLUTION AUTHORIZING **OVERPAYMENTS**

REFUND THE

OF TAX

WHEREAS, an overpayment of taxes has been made on properties listed below; and,

WHEREAS, Sharon Curran, Collector of Revenue for the City of Hoboken recommends that the following refunds be made in accordance with N.J.S.A. 54:4-69.

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury in the total amount of \$8,020.97, made payable to the following:

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
John Starke	261.01/1/	1100 Maxwell	4/16&1/17	\$3,850.38
1100 Maxwell Lane #638	C0638	Lane		
Hoboken, NJ 07030				
		713 Adams St	3&4/16	\$4,170.59
Thomas Fishman	85/7/C0004			
1408 Clinton Street #509				
Hoboken, NJ 07030				

Meeting date: May 17, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	1,			
David Mello				
Ruben Ramos, Jr.	1			
Michael Russo	1			
President Jennifer Giattino				

APPROVED

STEPHEN D. MARKS

BUSINESS ADMINISTRATOR

O FORM:

CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

MAY 1, 7, 2017

151

A MEETING HELD ON. MAY 1 7 2017

SPONSORED BY SECONDED BY:

CITY CLERK

CITY OF HOBOKEN RESOLUTION NO.:

RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO J. FLETCHER CREAMER & SON FOR EMERGENCY WORK PERFORMED AS A RESULT OF A WATER MAIN BREAK LOCATED AT 8TH STREET AND GRAND STREET IN THE AMOUNT OF \$3,205.06

WHEREAS, the City of Hoboken was recently faced with an emergency situation which had the potential to create serious risks to the safety, health, and welfare of the general public that could not have reasonably been foreseen; and,

WHEREAS, specifically, on April 13, 2017, a water main break occurred near the intersection of 8th Street and Grand Street, causing a sinkhole in the roadway, and a void around a gas main at the same location; and,

WHEREAS, immediate emergency repairs were necessary to repair the sinkhole; and,

WHEREAS, in accordance with N.J.S.A. 40A:11-6 and Hoboken Municipal Code §60-11, the Business Administrator completed the attached Emergency Certification Form certifying that an emergency existed and therefore authorizing emergency repairs; and,

WHEREAS, the Administration consulted and negotiated with: J. Fletcher Creamer & Son to perform the necessary emergency repairs; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to J. Fletcher Creamer & Son in accordance with the attached request for payment totaling Three Thousand Two Hundred Five Dollars and Six Cents (\$3,205.06); and,

WHEREAS, therefore, the Administration recommends awarding a contract to J. Fletcher Creamer & Son for the above-described services in the not to exceed amount of Three Thousand Two Hundred Five Dollars and Six Cents (\$3,205.06) in accordance with the attached request for payment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that an emergency contract with J. Fletcher Creamer & Son in the amount of Three Thousand Two Hundred Five Dollars and Six Cents (\$3,205.06), is ratified and approved as follows:

- 1. The above recitals are incorporated herein as though fully set forth at length.
- 2. The terms of the attached request for payment shall govern the contract, and no

changes may be made without the prior written consent of both parties.

3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.

4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.

5. This resolution is for the services listed on the attached proposal and invoices, and shall not be for any continuous contracting with these contractors beyond the work that has already been performed.

Meeting date: May 17, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	1			
Ruben Ramos, Jr.	1			
Michael Russo	1/			
President Jennifer Giattino				

APPROVED:

STEPHEN D.'MARKS

BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALQIA, ESQ.

CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO J. FLETCHER CREAMER & SON FOR EMERGENCY WORK PERFORMED AS A RESULT OF A WATER MAIN BREAK LOCATED AT $8^{\rm TH}$ STREET AND GRAND STREET IN THE AMOUNT OF \$3,205.06

AMOUNT TO BE CERTIFIED:

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-714-205

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$ \$3,205.06 is available in the following appropriation: C-04-60-714-205 in the temporary CY2017 appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2017 temporary appropriation; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: Man Matter George DeStefano, CFO

May 17, 2017 01:09 PM

CITY OF HOBOKEN Budget Entry Verification Listing

Page No: 1

Batch Id: GDS	Batch Date: 05/17/17	Batch Type: Standard			
Account No. Account Descripti	Type ion	Entry Description	Amount	Seq	
C-04-60-714-205 Z299 \$1.8M Road I		CFO Hold meeting 05/17/17 J Fletcher Cre	3,205.06	1	

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	3,205.06
Total Of All Fun	ds:	0.00	0.00	0.00	0.00	0.00	3,205.06
Expenditures:	Entries O	Amount 0.00					
Reimbursements:	0	0.00					
Transfer In:	0	0.00					
Transfer Out:	0	0.00					
Cancel:	0	0.00					
Encumbrance:	1	3,205.06					
Total:	1	3,205.06					
There are NO errors	in this list	ing.					

Page No: 1

Reimbursements:	Updated Entries O	Updated Amount 0.00	
Expenditures:	0	0.00	
Transfer In:	0	0.00	
Transfer Out:	0	0.00	
Cancel:	0	0.00	
Encumbrances:	1	3,205.06	
Batch: GDS	Updated Entries:	1 Updated Amou	nt: 3,205.06 Ref Num: 4875

INVOICE

J. Fletcher Creamer & Son, Inc.

10l East Broadway ◆ Hackensack, NJ 0760l



BILL TO:

City of Hoboken

INVOICE DATE:

11-May-17

INVOICE #:

C-17

94 Washington Street

Hoboken, NJ 07030 Attention: Joel Mastre

Water Main Repair - Grand St & 8th, Hoboken

Work Performed: Mobilize to site. Excavate sinkhole in roadway, void around gas main. Backfill

excavation.

Date Work Performed:

13-Apr-17

JFC Job # 17-0413-011

Description	Unit	Rate	Quantity	Amount		
Labor						
Superintendent	Man-Hours	75.00	1.0	75.00		
Foreman (OT)	Man-Hours	137.39	3.0	412.17		
Laborer (OT)	Man-Hours	128.68	6.0	772.08		
Operator (OT)	Man-Hours	173.68	3.0	521.04		
Teamster (OT)	Man-Hours	138.58	3.0	415.74		
		Labor Cost			\$	2,196.03
Equipment						
Pick-Up Truck	Hour	14.60	3.0	43.80		
Utility Truck	Hour	50.00	3.0	150.00		
185 Compressor	Hour	32.50	3.0	97.50		
Single Axle Dump Truck	Hour	28.50	3.0	85.50		
Cat 420 Backhoe	Hour	40.00	3.0	120.00		
Tandem Dump Truck	Hour	54.51	3.0	163.53		
		ment Cost			\$	660.33
Material	•					
DGA Stone	Ton	21.50	10.0	215.00		
Stabilized Base	TOn	68.00	1.5	102.00		
Clabilized Bacc	10% Overhe		1.0	31.70		
		terial Cost		01.70	\$	348.70
	Wie				Ψ	040.70
тот	AL AMOUNT TH	IS INVOICE			\$	3,205.06

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAY 1 7 2017

SPONSORED BY: _
SECONDED BY:

Ramo

CITY OF HOBOKEN
RESOLUTION NO.:

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED AGREEMENT WITH 9TH CLOUD VAPE

WHEREAS, the Code of the City of Hoboken, Chapter 146 Peddlers; Transient Merchants, requires that before any person sell or dispose of, or to offer to sell or dispose of, any foodstuffs, goods, wares or merchandise within the City of Hoboken, they must first obtain a license; and,

WHEREAS, § 146-12 "Revocation and suspension" provides that a license may be revoked by the City Council of the City of Hoboken by reason of the violation of the terms of the license, the violation of any municipal ordinance, state or federal statute or falsification in applying for a license; and,

WHEREAS, 9TH Cloud Vape (commonly referred to as the "Vape Van") has failed to adhere to the City's Ordinances and State law; and,

WHEREAS, on or about May 6, 2017, Joseph Ruggiero, the owner of 9th Cloud Vape, while operating his mobile retail van in the City of Hoboken, made a communication in offensively coarse language and in manner likely to cause annoyance or alarm to a person standing next to a parked vehicle; and,

WHEREAS, the parties agree that in lieu of the Council considering revocation of 9th Cloud Vape's vendor license which expires on December 31, 2017, that it is in their best interest to enter into the attached agreement which outlines an appropriate course of action that helps ensure this type of behavior will not reoccur.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the Mayor or the Mayor's designee may execute the attached agreement in the form attached or a form substantially similar with no substantive changes.

Meeting date: May 17, 2017

(11

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello		/		
Ruben Ramos, Jr.	/			
Michael Russo	/	/		
President Jennifer Giattino				

APPROVED:

STEPHEN MARKS **BUSINESS ADMINISTRATOR** APPROVED AS TO FORM:

| COIA |
| BRIAN ALOIA, ESQ.
| CORPORATION COUNSEL

SETTLEMENT AGREEEMENT

- WHEREAS, the Code of the City of Hoboken, Chapter 146 Peddlers; Transient Merchants, requires that before any person sell or dispose of, or to offer to sell or dispose of, any foodstuffs, goods, wares or merchandise within the City of Hoboken, they must first obtain a license; and,
- WHEREAS, § 146-12 "Revocation and suspension" provides that a license may be revoked by the City Council by reason of the violation of the terms of the license, the violation of any municipal ordinance, state or federal statute or falsification in applying for a license; and,
- WHEREAS, 9TH Cloud Vape (commonly referred to as the "Vape Van") has failed to adhere to the City's Ordinances and State law; and,
- WHEREAS, 9TH Cloud Vape obtained a mobile vendor license on May 20, 2015 that expired on December 31, 2015; and,
- **WHEREAS,** in 2015, 9TH Cloud Vape received at least 14 tickets for violating various City Codes for parking offenses; and,
- WHEREAS, 9TH Cloud Vape renewed their application and obtained another mobile vendor license to operate in Hoboken on June 15, 2016 that expired on December 31, 2016; and,
- **WHEREAS**, in 2016, 9TH Cloud Vape received at least 20 tickets for violating City Code and State Statute for various parking offensives and having unclear or fictitious plates; and,
- WHEREAS, on February 26, 2016, Joseph Ruggiero pled guilty two counts of violating Chapter 146, § 146-12 operating a mobile retail business after 9:00 pm; and,
- WHEREAS, on November 17, 2016, Joseph Ruggiero again pled guilty to violating Chapter 146, § 146-12 operating a mobile retail business after 9:00 pm; and,
- WHEREAS, 9TH Cloud Vape renewed their application and obtained another mobile vendor license on April 5, 2017 that expires on December 31, 2017; and,
 - WHEREAS, 9TH Cloud Vape has received five parking tickets in 2017; and,
- WHEREAS, on or about May 6, 2017, Joseph Ruggiero the owner of 9th Cloud Vape while operating his mobile retail van in the City of Hoboken made a communication in an offensively coarse language and in manner likely to cause annoyance or alarm to a person standing next to a parked vehicle; and,
- WHEREAS, the parties agree that in lieu of the Council considering revocation of 9th Cloud Vape's vendor license which expires on December 31, 2017, that it is in their best interest to agree to an appropriate course of action that helps ensure this type of behavior will not reoccur.

NOW, THEREFORE, in consideration of the mutual promises, convenants and other good and valuable consideration set forth herein, it is hereby agreed by and between the parties hereto as follows:

- 1. The "City", as used herein, shall at all times mean the City of Hoboken and the Hoboken Police Department, their affiliates, predecessors, successors and assigns of any and all of them, their present and former elected officials, administrators, directors, officials, officers, representatives, associates, partners, servants, employees, agents and attorneys.
- 2. "9th Cloud Vape" as used herein, shall mean Joseph Ruggiero, his heirs, representatives, affiliates, privies, executors, administrators, assigns, successors-in-interest and predecessors-in-interest, employees, partners, owners, and investors; and, 9th Cloud Vape and its representatives, affiliates, privies, executors, administrators, assigns, successors-in-interest and predecessors-in-interest, employees, partners, owners, and investors.
- 3. 9th Cloud Vape hereby acknowledges the violations of City Code and State Statute referenced above, as well as operating his mobile retail van in the City of Hoboken on or about May 6, 2017, and making communications in an offensively coarse language and in manner likely to cause annoyance or alarm. The parties recognize the different standards of proof in this administrative matter compared to a criminal charge; and, therefore recognize that this admission is not an admission of guilt for any pending or potential criminal charge and should not be interpreted or used in that matter.
- 4. PENALTY. 9th Cloud Vape acknowledges and understands that in lieu of having a hearing or otherwise having the Council consider the revocation of his vendor license under § 146-12 "Revocation and suspension" of the City Code, 9th Cloud Vape voluntarily agrees that he is disqualified from operating in the City of Hoboken until May 31, 2017, and after such date his license to vend shall be reinstated provided that Joseph Ruggiero successfully completes anger management/diversity training (a minimum of 10 sessions). Joseph Ruggiero has indicated that his training shall be provided by Jersey City Anger Management Association, a New Jersey Court approved anger management course provider, that shall provide a certification upon his completion verifying that Joseph Ruggiero successfully completed anger management/diversity training (a minimum of 10 sessions, but must successfully complete the requirements of the program even if additional sessions are necessary). 9th Cloud Vape represents and acknowledges that 9th Cloud Vape has not operated in the City of Hoboken since May 7, 2017, and will continue to be prohibited and disqualified from operating until May 31, 2017, at which time the vendor license shall be reinstated provided that Joseph Ruggiero successfully completes the anger management/diversity training required under this Agreement. This Agreement shall not be used to deny

- any vendor renewal submitted by Joseph Ruggiero in the future, however, his collective history including the actions described herein will be considered.
- 5. NO CONTEST OF AGREEMENT. 9th Cloud Vape agrees that they shall not contest the conditions set forth in Paragraph 1 through 4, inclusive, before any tribunal, court, administrative body or arbitration. The parties further agree and understand that this Agreement is a full and final waiver and release between them covering the above claims. This paragraph (or this Agreement) shall not impact 9th Cloud Vape's ability to appeal any future action of the Council in revoking, denying or suspending his license to vend in the City of Hoboken, providing that the license revocation, denial and/or suspension is unrelated to this Agreement. Simply put, 9th Cloud Vape can challenge a future license revocation, denial and/or suspension, but cannot challenge the disqualification provision being enforced herein or the terms of this Agreement.
- 6. GENERAL RELEASE. As an inducement for the parties to enter into this Agreement, 9th Cloud Vape hereby remises, releases and forever discharges the City from any and all debts, obligations, suits, actions, causes of action, claims or demands, in law or in equity, which 9th Cloud Vape has or hereafter may assert against the City arising out of 9th Cloud Vape actions as outlined herein or are in any way related to 9th Cloud Vape's vendor license, from the beginning of time up until the date this Agreement is executed, including, but not limited to, all claims, liabilities, costs and attorneys' fees under (1) the present matter; (2) the Civil Rights Acts of 1964, as amended (42 U.S.C. 2000(e) et seq.); (3) the Americans with Disabilities Act; (4) the New Jersey Law Against Discrimination (N.J.S.A. 10:5-1, et seq.); (5) the Constitution of the United States; (6) the Constitution of New Jersey; (7) any other federal or state statute or common law; (8) tort law; (9) retaliation; and (14) fraud, defamation, harassment, emotional distress, and breach of the implied covenant of good faith and fair dealing.
- 7. ENTIRE AGREEMENT. This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between 9th Cloud Vape and the City with regard to the subject matter hereof. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein. It may not be modified except in a writing signed by the parties bound by any such modification. Each party has carefully read this Agreement, has been advised of its meaning and consequences by their respective attorneys and/or Union representatives and signed the same of their own free will.
- 8. CONSTRUCTION. For purposes of construction, this Agreement shall not be deemed to be drafted by any party, and any ambiguity shall not be construed against any party.
- 9. SUCCESSORS AND ASSIGNS. This Agreement shall bind and inure to the benefit of each party, as well as their officers, directors, agents, employees,

members, successors, heirs, personal representatives, assigns, executors and administrators.

- 10. COSTS. 9th Cloud Vape and the City each will bear their own costs, expenses and attorneys' fees, whether taxable or otherwise, incurred in or arising out of or in any way related to the matter set forth herein.
- 11. APPLICABLE LAW. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of New Jersey as applied to contracts made and to be performed entirely within New Jersey.
- 12. SEVERABILITY. If a court of competent jurisdiction determines that any term or provision of this Agreement is invalid or unenforceable, in whole or in part, then the remaining terms and provisions hereof shall be unimpaired. Such court will have the City to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the parties' intention with respect to the invalid or unenforceable term or provision.
- 13. PARAGRAPH HEADINGS. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 14. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

Joseph Ruggiero hereby states and certifies that by signing this agreement, he has read and understands this Agreement, he has had an opportunity to consult with his attorney, James Lisa, Esq., regarding its terms and that he consents to this Agreement knowingly, willfully and voluntarily. Joseph Ruggiero further represents that he has not been coerced into signing this Agreement and that he is not subject to undue duress at the time of signing same and that he is signing this Agreement of his own free will and expressly agrees that the terms and conditions are reasonable and appropriate under the totality of the circumstances.

[SIGNATURE PAGE NEXT]

IN WITNESS WHEREOF, the parties he to be executed this day of May, 2017:	ave duly authorized and caused this Agreement
9TH CLOUD VAPE,	
By: Joseph Ruggiero	By: James Lisa, Esq.
CITY OF HOBOKEN	
Ву:	

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

INTRODUCED BY: Councilman Bhalla SECONDED BY:

CITY OF HOBOKE

CITY CLERK RESOLUTION NO.:

RESOLUTION EXPRESSING THE CITY OF HOBOKEN'S SUPPORT FOR NATIONAL GUN VIOLENCE AWARENESS DAY ON JUNE 2, 2017

WHEREAS, 93 Americans are killed by gun violence every day, and more than 200 have sustained non-fatal firearm injuries over the last 5 years; and,

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other developed countries; and,

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people; and,

WHEREAS, June 2, 2017 would have been the 20th birthday of Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later; and,

WHEREAS, to help honor Hadiya – and the 93 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 2, 2017, as the third annual National Gun Violence Awareness Day; and,

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; and,

WHEREAS, anyone can join this campaign by pledging to wear orange on June 2nd to help raise awareness about gun violence and honor the lives and lost human potential of Americans stolen by gun violence; and,

WHEREAS, the Mayor and City Council of the City of Hoboken wish to support National Gun Violence Awareness Day in order to reduce gun violence, keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the Mayor and City Council support June 2nd as National Gun Violence Awareness Day in the City of Hoboken.

Meeting Date: May 17, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco				
James Doyle				
Tiffanie Fisher	/			
David Mello				
Ruben Ramos, Jr.	/			
Michael Russo	1/			
President Jennifer Giattino	/			

APPROVED:

STEPHEN D. MARKS **BUSINESS ADMINISTRATOR** APPROVED AS TO, FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

MAY 1 7 2017

Sponsored by: Seconded by:

City of Hoboken

Resolution No.

BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Regular and Special meeting of May 3, 2017 have been reviewed by the Governing Body, and are hereby approved by the Governing Body, and said Meeting Minutes shall now be made public, except to the extent said minutes include closed execution session discussions, which shall remain confidential until the need for confidentiality no longer exists, at which point the matters discussed therein will be made available to the public in accordance with applicable law.

Approved as to substance:

Approved as to form:

Meeting Date: May 17, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	1			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo				
President Jen Giattino				

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

INTRODUCED BY: SECONDED BY

RESOLUTION NO.:

RESOLUTION OF THE CITY OF HOBOKEN URGING HUDSON COUNTY TO CONSIDER ADDING TRAFFIC CONTROL AT THE INTERSECTION OF NEWARK STREET AND GRAND STREET

WHEREAS, the Newark Street corridor in southwest Hoboken has transformed from industrial to residential and mixed use; and,

WHEREAS, hundreds of pedestrians, including children and senior citizens, cross this intersection each day; and,

WHEREAS, the intersection of Newark Street and Grand Street is referred to as the "intersection of death" by several area residents, primarily due to a very low rate of drivers stopping for pedestrians in the crosswalk and a history of 12 combined crashes between 2011 and 2015; and,

WHEREAS, the goal of the Newark Street Safety Improvement Plan is to improve safety and accessibility along Newark Street for all users and modes of transportation; and,

WHEREAS, adding traffic control to Newark Street at Grand Street will substantially improve pedestrian safety by mandating drivers to stop for pedestrians in the crosswalk; and,

WHEREAS, the intersection of Newark Street and Grand Street meets a Manual on Uniform Traffic Control Devices (MUTCD) engineering judgement criterion for a multi-way stop application in that there is a need to control vehicle/pedestrian conflicts at the intersection of Newark Street and Grand Street, which has high pedestrian volumes; and,

WHEREAS, the intersection of Newark Street and Grand Street meets a Manual on Uniform Traffic Control Devices (MUTCD) engineering judgement criterion for a multi-way stop application in that the intersection of Grand Street at Newark Street is a location where drivers, after stopping, cannot see conflicting traffic clearly and are not able to negotiate the intersection unless conflicting traffic is also required to stop; and,

WHEREAS, at the request of the City, Hudson County is currently in the process of conducting a multi-way stop warrant analysis for this intersection; and,

WHEREAS, the City Council wishes to express to the County its support for the implementation of stop signs on Newark Street at Grand Street for the above reasons.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Hoboken urges Hudson County to consider adding stop signs on Newark Street at Grand Street due to the safety concerns listed above and in accordance with the strong community support for such action.

Meeting Date: May 17, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	1			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher				
David Mello	1			
Ruben Ramos, Jr.	1			
Michael Russo				
President Jennifer Giattino	4			

APPROVED:

STEPHEN D. MARKS BUSINESS ADMINISTRATOR APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.

CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

MAY 1 7 2017

SPONSORED BY: _ SECONDED BY:

CITY CLERK

CITY OF HOBOKEN RESOLUTION NO.:

RESOLUTION EXPRESSING THE CITY OF HOBOKEN'S SUPPORT OF MEN'S HEALTH MONTH JUNE 2017

WHEREAS, despite advances in medical technology and research, men continue to live an average of five years less than women with Native American and Africa-American men having the lowest life expectancy; and,

WHEREAS, educating the public and health care providers about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of mortality from disease; and,

WHEREAS, men who are educated about the value that preventative health can play in prolonging their lifespan and their role as productive family members will be more likely to participate in health screenings; and,

WHEREAS, the Men's Health Network worked with Congress to develop a national men's health awareness period as a special campaign to help educate men, boys, and their families about the importance of positive health attitudes and preventative health practices; and,

WHEREAS, the Men's Health month website has been established at www.MensHealthMonth.org and features resources, proclamations, and information about awareness events and activities, including Wear Blue for Men's Health; and,

WHEREAS, Hoboken's Men's Health Month will focus on a broad range of men's health issues, including heart disease, mental health, diabetes, prostate, testicular, and colon cancer; and,

WHEREAS, the citizens of Hoboken are encouraged to increase awareness of the importance of a healthy lifestyle, regular exercise, and medical check-ups.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the Mayor and City Council recognize June as Men's Health Month in Hoboken and encourage all citizens to pursue preventative health practices and early detection efforts.

Meeting Date: May 17, 2017

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Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	1			
Peter Cunningham				
Michael DeFusco				
James Doyle				
Tiffanie Fisher	,			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	1			
President Jennifer Giattino				

APPROVED:

STEPHEN D. MARKS **BUSINESS ADMINISTRATOR**

APPROVED AS TO FORM:

COIA

BRHAN ALOIA, ESQ.

CORPORATION COUNSEL

AT A MEETING HELD ON: MAY 1 7 2017

INTRODUCED BY: SECONDED BY:

CITY OF HOBOKEN CLERK RESOLUTION NO.

RESOLUTION APPOINTING DAVID MELLO TO THE HOBOKEN HOUSING AUTHORITY FOR A (5) FIVE YEAR TERM TO EXPIRE ON MAY 3, 2022

WHEREAS, pursuant to the Hoboken City Code \square 38-1, the City of Hoboken has established a Housing Authority; and,

WHEREAS, Hoboken City Code □ 38-2 provides for seven (7) members, known as "Commissioners," to serve on the Hoboken Housing Authority Board; and,

WHEREAS, each member shall serve on the Hoboken Housing Authority Board for a term of (5) five years and until their respective successors have been appointed and qualified; and,

WHEREAS, the City Council has the authority to appoint (5) five members to serve on the Hoboken Housing Authority Board; and,

WHEREAS, the expiration date for the term of office for the position held by Commissioner David Mello is May 3, 2017, which will create a vacancy.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hoboken hereby appoints David Mello, to serve as a member of the Hoboken Housing Authority Board for a term of five (5) years to expire on May 3, 2022.

Meeting date May 17, 2017

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	1			
Peter Cunningham				
Michael DeFusco				
James Doyle	/			
Tiffanie Fisher	1			
David Mello	/			
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino	/			

APPROVED:

STEPHEN D. MARKS

BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.

CORPORATION COUNSEL

APPLICATION FOR APPOINTMENT TO CITIZEN ADVISORY BOARDS AND COMMISSIONS
Please read and complete this application.
1 CI Sofia i III Offination
Name David Melo
Home Address 700 First St. # 14V
City HODOKEN State State Zip 07030
Home Phone 201-659-7867 Email Mello For Hoboken @ 9 Mail com
Do you reside within the city limits? No
Are you 18 or older? Yes No Are you a U.S. citizen? Yes N
Experience and Education
Civic Activities (including, but not limited to other boards/commissions): - by councilman of - large
- Currently serving as a commissioner of ow HHA
settools attended, degrees, nonacademic experience: Futgers Low - J.D. Mercy College - Masters Secondary College - Masters Secondary College - Masters Admin
Sebools attended, degrees, nonacademic experience:
setrols attended, degrees, nonacademic experience: Autgers Low - J.D. Mercy College - Masters Secondayt On Delower - B.S. In Business Admin
Schools attended, degrees, nonacademic experience: Autgers Composition Mercy College Masters Secondary College B.S. Business Admin Resume attached (optional)
Schools attended, degrees, nonacademic experience: Mercy College - Mastrs Secondary College - Mastrs

Please write a brief statement of 50 words or less, explaining your interest in the board or commission for which you are applying. Include any experience, training, and/or qualifications you have relating to this board or commission.

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commis	Simples of	nd ou	New Exe	active Directar
Cornen	I Sufferted	a trone the	2 "Herrier	J Process
	ny confligts of interest yo	u may have if chose	n for this board or	1 forward)
commission:	None			

Guidelines for Applying for Citizen Advisory Boards and Commissions

- Please submit one application per board or commission for which you are applying. The application will be kept in an active file for two years.
- To allow a large number of citizens to serve on boards and commissions, the City Council policy allows individuals to serve on only one standing board or commission at a time. A current member of a board/commission who is a successful applicant for another board/commission will be required to choose one board/commission on which to serve. This policy does not apply to ad hoc committees or departmental committees or positions that are designated for members of specific advisory group, or those established under law.
- > Current board or committee members must submit a new application at the end of their term if they wish to reapply. The deadline for applications from incumbents is the same as the deadline for new applications.
- > City of Hoboken employees may not serve on City of Hoboken boards or commissions except as specifically provided by the Municipal Code, or as required to perform official duties.

In accordance with the Local Government Ethics Law (N.J.S.A. +oA: 9-22.1 et seq.) annual Financial Disclosure Statements must be filed by elected officials, certain government employees, and members of the housing authority, recreation commission, planning board, zoning board, board of health, board of education, and library board of trustees. Financial Disclosure statements indicate the source of income but not the amount.

Information submitted on this application is public information. I verily that the information provided herein is true and complete. I understand that false or misleading statements may be cause for elimination from consideration.

Applicant Signatu

Notary 19	Date		JERRY LORE NOTARY PUBLIC OF NEW JERSEY My Commission Expires 7/16/2020
Return completed applications Mor	nday through Friday,	9:00 a.m. —4:00 n	m to:

City Hall Hoboken, NJ 94 Washington Street Hoboken, NJ 07030

^{*}Planning Board has designated members who may by Statue serve on more than one board.

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:
MAY 1 7 2017 SPONSORED BY:

PONSORED BY:
SECONDED BY:

CITY CLERK

CITY OF HOBOKEN
RESOLUTION NO.:

RESOLUTION APPROVING A FARMERS' MARKET IN HOBOKEN TO BEGIN ON JUNE 6, 2017 AND ENDING ON NOVEMBER 21, 2017

WHEREAS, the Quality of Life Coalition and the City of Hoboken are sponsoring a farmers' market along the west side of Garden Street between Fourth Street and Fifth Street; and,

WHEREAS, the Hoboken Farmers' Market will be held every Tuesday from June 6, 2017 to November 21, 2017; and,

WHEREAS, the Hoboken Quality of Life Coalition and City of Hoboken are requesting that the City Council of the City of Hoboken approve the location of the farmers' market and authorize the suspension of parking meter enforcement at that location on the days the market is open so that the farmers can park their trucks to unload and sell their goods.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken as follows:

- 1. The above recitals are incorporated herein as though fully set forth at length.
- 2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and receive the intent and purpose of this resolution.
- 3. The parking meters along the west side of Garden Street between Fourth Street and Fifth Street are hereby suspended every Tuesday from 12:00 P.M. to 9:00 P.M. beginning Tuesday, June 6, 2017 and ending Tuesday, November 21, 2017. Parking in this location shall be permitted only for use by farmers for the Hoboken Farmers' Market.
- 4. The sidewalk along the West side of Garden Street between Fourth Street and Fifth Street shall be cleared of loiterers every Tuesday from 12:00 P.M. to 9:00 P.M. beginning at 12:00 P.M. on Tuesday, June 6, 2017 and ending at 9:00 P.M. on Tuesday, November 21, 2017.
- 5. The Hoboken Police Department and Hoboken Parking Utility shall take action to effectuate and enforce these regulations.
- 6. This Resolution shall take effect immediately.

Meeting date: May 17, 2017

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Councilperson	Yea /	Nay	Abstain/Present	Absent
Ravinder Bhalla	4,			
Peter Cunningham				
Michael DeFusco	/			
James Doyle				
Tiffanie Fisher	1			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo				
President Jennifer Giattino	/			

APPROVED:

STEPHEN MARKS

BUSINESS ADMINISTRATOR

APPROVED AS TØ FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

HOBOKEN FARMERS' MARKET REGULATIONS

PURPOSE: The Hoboken Farmers' Market has been established as a community service to the City of Hoboken and as support for regional farmers, allowing them the opportunity to market quality products grown on their farms in a designated area. To remain competitive, farmers need to be able to develop new markets for agricultural products grown on their farms. Success in agricultural marketing helps significantly in economically preserving farmland and open space which in turn contributes to maintaining the quality of life in the region. Communities benefit from the fresh, nutritious, high quality produce it provides consumers access to and attracts business activity to areas. The Hoboken Farmers' Market also serves as a community gathering place to exchange recipes and ideas in a non-political setting.

REGISTRATION: Participation is open to established farming operations engaged in the production of agricultural products and vendors whose products promote nutrition and/or produce.

FEES: Registration -\$50 Due with completed application **Market Fees** -\$35/day

LOCATION/TIME: The market will operate on the West side of Garden Street between Fourth Street and Fifth Street. Arrive at least one-half hour before to set up. No sales will occur before 3:00 PM and breakdowns should be completed no later than 7:30 PM

INSURANCE: A certificate of liability insurance is required with a minimum coverage of \$1,000,000 naming the City of Hoboken as an additional insured. Certificates of insurance must be received and approved by the market manager before a grower is permitted to sell at the market.

SALES AUTHORIZATION: Authorization to sell agricultural products is available to growers who have an established farming operation under their direct management. Only one authorization per market will be issued for each farming operation. The authorization entitles the farmer, family members and employees of the farming operation to sell agricultural products grown by that farming operation. The authorization is not transferable and may be limited to a specific number per market. Each market reserves the right to select the growers that will participate. Selection will be based on size of market location, composition of products offered, and prior adherence to the market regulations. Authorization to sell at the market can be withdrawn by the sponsor if a grower violates market regulations or if the market must close due to lack of support by the community or participating growers.

SPACES: Spaces (of a specified size and location) will be assigned by the market manager. Spaces assigned to vendors are to be used only by that vendor. No leasing or lending of market stalls will be allowed. When unable to attend, vendors must notify the Market Manager in advance (24 hours, if possible). Each vendor will be allowed parking for one vehicle on the West side of Garden Street between Fourth Street and Fifth Street. The Hoboken Farmers' Market will not be held responsible for parking violations of a second vehicle.

ORDERLY MARKET OPERATION: The market manager is responsible for the orderly operation of the market. All questions and issues are to be directed to the market manager. **Disputes between vendors and/or market managers will not be tolerated at the market site.** The market manager has the right to evict any vendor from the market site. The vendor's recourse is a formal complaint in writing forwarded to both the Market Manager and the NJCFC. The Market Manager and the NJCFC are only responsible for acting upon written complaints.

DISPLAY: Tables displaying produce and related products will be set up, so that no seller blocks or limits the view or access of consumers to a neighboring seller. Vendors must supply their own scales, bags, tables, electrical power etc. Producers must maintain scales acceptable to the County Department of Weights and Measures. Produce may be sold by the count, weight, bunch, or in legally acceptable containers. All other containers must identify the net weight of the contents. Produce that is not of fresh or good quality will not be displayed nor sold at the market. The market manager has the right to require any produce that does not comply with the market regulations to be removed from any stand. All prices must be posted before and during sale time. **In addition, each seller must display a sign in a prominent place giving his or her farm name and address**. Producers and their employees must wear shirts, trousers/shorts/skirts and shoes. Hawking or shouting to attract customers will not be permitted. Each producer is responsible for cleaning the area around his or her stall and providing at least one trash receptacle. Grower generated waste should be disposed back at the farm.

Producers will comply with all federal, state, and county regulations including, but not limited to, chapter 12 of the New Jersey Sanitary Code. Vendors must also comply with other terms and conditions that may be added for the public health, safety, and welfare.

VENDORS: The Hoboken Farmers' Market reserves the right to invite, or not invite, vendors as it sees fit. Products sold by vendors at th Hoboken Farmers' Market must either be grown/produced by New Jersey farmers directly or promote good nutrition and/or produce.

FARMERS' PRODUCTS: Only agricultural products produced from the farm of the grower can be sold* at the Farmers' Market, except as specified below:

Leased land - Growers may utilize leased land only if all aspects of production and maintenance are conducted under their direct management. The Market Manager and NJCFC may ask for a copy of the lease agreement and proof that the farmer performs or supervises all work associated with the production of the crop. Proof may include but is not limited to seed receipts, pay roll records, spray records, orchard equipment, etc.

Leasing of orchard land is permitted only if it is done on a long-term (+3 years). NJCFC will ask for a copy of the lease agreement. Legitimacy of all lease agreements will be judged by the NJCFC to determine if products can be brought to market.

Cider and fruit juice - Sold only by the producers of those fruits. Cider can be pressed off farm, if not pressed on the farm, provide name and address of mill at the market. At least 60% of fruit in the juice will come from grower's orchard. No cider or juices can come from anywhere other than New Jersey. No concentrates are permitted.

The sale of baked and other processed items is decided on a market by market basis by the municipality in which a market is located. Growers wishing to sell items freshly grown on their farm baked or processed on their premises must submit a copy of their County Health Department's annual Sanitary Inspection Report to the NJCFC and the

Market Manager before the market season begins.

Products sold as organic must comply with the National Organic Program rules.

*All agricultural products to be sold must first be registered, as appropriate, on the Crop Plan Form or the Purchased Product Request Form.

PURCHASED ITEMS: A grower may petition the Market Manager to sell a purchased agricultural product at the farm market, not grown on his or her farm, for a specified period of time. The grower petitioning the Market Manager to sell a purchased product will submit a **Purchased Product Request Form** at least one week in advance of the starting date of sale of that product.

Based on the following criteria, the Market Manager will either approve, partially approve, or reject the grower's petition:

- 1. The product is purchased directly from another New Jersey farm operation where it was grown.
- 2. It has been determined by reviewing crop plans and surveying other growers in the market that there will not be a sufficient quantity and quality of that product in the market to satisfy demand during the specified time period. Sales of purchased items will be allowed only after growers of the crop has been sold out.
- 3. A maximum of 1-5 crops (based on number of farmers as follows: 1-2 farmers=0-5 crops, 3-4 farmers=0-4 crops, 4 or more farmers=0-3 crops) (all varieties/cultivars of a crop are counted as one crop) may be purchased and will account for no more than 25% of all products offered for sale by the farmer, both in number and sales space, at the beginning of each sales day.
- 4. The offering for sale of purchased items will not deter from the purpose of the Farmers Market, nor negatively impact its viability. Approval may be withdrawn with one-week prior notice.

A listing of all purchased product approvals will be made available to all authorized farmers upon request. Purchased items must be identified as such at the market by indicating the farm name and location where they were bought.

Full partnerships of two individual farmers sharing in the production of crops can participate in the Farmers Markets only with **written preapproval from the Market Manager** and supported with a partnership agreement filed in the county the farm is located. A full partnership is defined as two individual farmers actually sharing in the production (planting, cultivation, pest control, and harvest) of crops. This cannot be a brokerage arrangement. It is the grower participants responsibility to submit a legal partnership agreement to the Market Manager and the NJCFC before bringing the partnership's products to market.

INSPECTIONS: The NJCFC, or its agent, will inspect each registered farm during the marketing season to verify agricultural products being grown, acreage, and scheduled time of harvest. An approved farm inspection is required annually for each grower to be authorized to sell any product at the Farmers' Market. Advance notice will be provided before any farm inspection. *Growers must schedule an inspection within one week of being contacted by the inspector.* The NJCFC reserves the right to reinspect farms to clarify or resolve questions or complaints *with 48 hour advance notice. Farmer will be billed \$125 for reinspection if a violation is found.* Farmers will receive copies of their farm inspection report as well as the Manager of the market(s) the farmer is attending. The NJCFC will make at least one market inspection per year at each of the community sites to ensure produce being sold by the participating growers is on their **Crop Plan form** and /or **Purchased Product Request form(s)**. The results of this market inspection will be forwarded to the Market Managers.

VIOLATIONS: If a Market Manager in consultation with the NJCFC determines a grower is in violation of the regulations, the grower will be notified by phone or in person, and a written notice will follow. If the violation continues, the following penalties may be assessed:

PENALTIES: One violation - a warning letter issued and/or suspension from the market(s) where the violation was found for one day.

Two violations - suspension from the market(s) for up to one month and a mandatory meeting with NJCFC Executive Committee and Market Manager.

Additional violations - suspension from the market(s) for up to the remainder of the season. Reapplication to the market(s) will be at the market manager's and community sponsor's discretion.

Major violations in which suspension from a market was necessary are cumulative and stay on a growers record for two years from the date of the violation. Minor violations in which only a warning letter was issued cumulate only during the year they were issued.

APPEALS: Upon receiving a violation notice, you may request an appearance before the NJCFC Executive Committee and the Market Manager to contest the findings. A meeting will be called within two weeks of your request. Items in violation may be suspended from sale until the hearing. To assure speedy resolution of violations, an enforcement subcommittee may hear your case in lieu of a full committee.

Market Contact:

John Branciforte 1125 Maxwell Ln #1121 Hoboken, NJ 07030